



The Honorable
LOURDES A. LEON GUERRERO
Maga' Håga • Governor

The Honorable
JOSHUA F. TENORIO
Sigundo Maga' Låhi • Lieutenant Governor


public works
DIPATTAMENTON CHE'CHO' PUPLEKO
VINCENT P. ARRIOLA
Director
JESSE G. GARCIA
Deputy Director

REQUEST FOR PROPOSALS

*The Honorable Lourdes A. Leon Guerrero, Governor of Guam, through the
Director of Department of Public Works (DPW), Vincent P. Arriola,
Announces the solicitation of sealed proposal for:*

NEW BUILDING FOR GUAM REGIONAL TRANSIT AUTHORITY

Project No. 680-5-1001-F-TAM

**Non-Refundable Fee: \$50.00 (Fifty Dollars) required as Payment for each RFP Documents. Certified or Cashier's Check made payable to:
Treasurer of Guam**

Availability of Documents: -- October 09, 2019, Contracts Administration Technical Services, 1st Floor, Building B, DPW, Upper Tumon.

Please present receipt from the Permit Center Cashier – Building A, DPW, Upper Tumon.

Mandatory Pre-Proposal Conference: – October 16, 2019, 10:00 am, Building B, DPW, Ground Floor CIP Conference Room.

RFP Submittal: --October 30, 2019, 4:00 p.m. One (1) original and Three (3) copies must be submitted and two (2) CD's, CIP Building B Contract Section, Ground Floor.

Department of Public Works reserves the right to reject any or all proposals and to waive any imperfection in the proposals, which in its sole and absolute judgment will serve the Government of Guam interests.


VINCENT P. ARRIOLA
DIRECTOR

**NEW BUILDING FOR GUAM REGIONAL TRANSIT AUTHORITY
REQUEST FOR PROPOSAL**

PROJECT No.: 680-5-1001-F-TAM

LOURDES A. LEON GUERRERO
Governor of Guam

PREPARED BY:



**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

**NEW BUILDING FOR GUAM REGIONAL TRANSIT AUTHORITY
REQUEST FOR PROPOSAL**

PROJECT NO. 680-5-1001-F-TAM


**LOURDES A. LEON GUERRERO
GOVERNOR OF GUAM**

PREPARED BY:

**DIVISION OF CAPITAL IMPROVEMENT PROJECTS
CONTRACTS ADMINISTRATION SECTION
DEPARTMENT OF PUBLIC WORKS
GOVERNMENT OF GUAM**

2019

RECOMMEND APPROVAL:


MASOUD TEIMOURY, P.E.
Chief Engineer
Department of Public works

Date: 9/30/2019

APPROVED BY:


VINCENT P. ARRIOLA
Director
Department of Public works

Date: _____

2/17/19

RFP TIMELINES

PROJECT NO.:680-5-1001-F-TAM

**NEW BUILDING FOR GUAM REGIONAL TRANSIT AUTHORITY
REQUEST FOR PROPOSAL**

October 09, 2019

AVAILABILITY OF RFP DOCUMENTS:

Oct. 16, 2019 @ 10:00 A.M.

MANDATORY PRE-PROPOSAL CONFERENCE

October 18, 2019

**LAST DAY TO SUBMIT WRITTEN QUESTIONS
AND/OR CLARIFICATIONS**

October 30, 2019

RFP SUBMITTAL DUE DATE

TIME:

ON OR BEFORE 4:00 P.M.

PLACE:

DPW, BLDG. "B" CIP-CONTRACT SECTION

REQUEST FOR PROPOSAL MASSO RESERVOIR

PROJECT NO. 680-5-1001-F-TAM

TABLE OF CONTENTS

<u>Contents</u>	<u>Page</u>
Cover Page	1
RFP Approval	2
RFP Timelines	3
Table of Contents	4-5
Project Overview; Availability; Amendments; Pre Proposal Conference; Pre Proposal Questions	6
Explanation to Offerors; DPW's Answers; Period of Performance; Withdrawal of Proposal; No Late Proposal	7
Prohibition Against Employment of Sex Offenders; Equal Opportunity	8
Receipt / Opening of Proposals; Classification of Proposals as Responsive or Non Responsive; Determination of Responsibility; Completeness of Proposals; Failure to Comply with Instructions	9
DPW Rights Reserved; Non-Disclosure of Data; Rejection of Proposal Offer; Cancellation of RFP Solicitation	10
Debarment; Indemnification; RFP Requirements	11
RFP Legal Requirements	12
RFP Legal Requirements; Opening of Proposals; Discussion and Evaluation; Negotiation and Award of Contract;	13
Successful Negotiation of Contract with Qualified Offeror; Failure to Negotiate With Best Qualified Offeror; Notice of Award; RFP Evaluation;	14
Evaluation Criteria	15
Evaluation, Rating and Selection Table	16

Individual Evaluation Form; Summary Evaluation Form	17
Awarding of Contract; General Scope of Services and Responsibilities; Specific Scope of Work – Task I	18
Specific Scope of Work – Task II & III; Plans, Specification and Estimates Requirement To be submitted; Commencement and Completion of Work	19
Design Codes and References; Government Reviewing and Approving Agencies; RFP Attachments	20
Affidavit of Disclosing Ownership and Commissions	21
Affidavit of Non Collusion	22
Affidavit re Non Gratuities or Kickbacks	23
Affidavit re Contingent Fees	24
Affidavit re Ethical Standards	25
Declaration Re-compliance with U.S. Dole Wage Determination	26
Formal Contract	27-33

I. PROJECT OVERVIEW

The Governor of Guam and Guam Regional Transit Authority (GRTA) through the Guam Department of Public Work (hereafter referred to as DPW) is hereby soliciting proposals and seeking a qualified licensed Architectural/Engineering (A&E) firm to provide services for preparation of a complete plans, specifications and estimate (PS&E) and other related documents for the new building for Guam Regional Transit Authority.

II. AVAILABILITY:

This Request for Proposal ("RFP") is available for download from DPW's website at www.dpw.guam.gov. A copy of the RFP may be picked-up at the DPW's office located at Building "B", CIP- Section at 542 North Marine Corps Drive, Upper Tumon, Guam 96913, Monday through Friday, excluding holidays, between 8:00 a.m. and 5:00 p.m. Upon obtaining this RFP, prospective Offerors must sign in in the Bidder Register in order to receive any addenda or other notices related to this RFP (5GCA 5220 (b)). Failure by prospective Offerors to sign and register may result in the prospective Offeror not receiving notices from DPW regarding this RFP, including addenda, point deductions during the proposal evaluation process, or proposals may be deemed non-responsive.

III. AMMENDMENTS:

DPW reserves all rights to revise or amend this RFP prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an amendment or addenda to this RFP and shall be identified as such. Any amendment shall refer to the portions of the RFP it amends. Amendments and addenda shall be sent to all prospective Offerors who have signed in the Bidder Register Form.

IV. PRE-PROPOSAL CONFERENCE:

Pre-proposal conferences are mandatory as stated on the RFP Timelines. The pre-proposal conference will be conducted only to explain the procurement requirements for this Request for Proposal. DPW will notify all Offerors in writing via an addendum to this RFP of any substantive clarification provided in response to any inquiry raised during the pre-proposal conference.

V. PRE-PROPOSAL QUESTIONS:

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address their questions in writing or via e-mail to the Director of Public Works as the procurement officer or its designee on or before the deadline set forth in the RFP Timelines. Each question must provide clear reference to the section, page, and item of this RFP in question. Questions received after the deadline may not be considered.

VI. EXPLANATION TO OFFERORS.

No oral explanation in regard to the meaning of any part of this RFP will be made, and no oral instructions will be given, before the award of the contract. Discrepancies, omissions, or doubts as to the meaning of the specification should be communicated in writing to the named contact individual of the requesting agency/department for interpretation. Questions about any part of this RFP should be communicated in writing to the Department of Public Works for interpretation. Offerors should act promptly and allow sufficient time for a written reply to reach them before the submission of their proposal. Interpretation, if required, shall be made in the form of an amendment to the RFP which will be forwarded to all Offerors and its receipt by the proposer must be acknowledged.

VII. DPW's ANSWERS:

DPW's response will be by written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding with the DPW. Any written addendum will be forwarded to all entities or individuals who have picked-up an RFP and are included on the Offerors register form. **All addenda shall form a part of the RFP documents and must be acknowledged upon receipt. Failure by any offeror to acknowledge receipt of each addendum shall be grounds for disqualifications.**

VIII. WITHDRAWAL OF PROPOSALS.

Proposals may be withdrawn on written request received from the Offeror(s) prior to the time fixed for opening. Negligence on the part of the Offeror in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

IX. NO LATE PROPOSALS:

Proposals must be received at the receptionist's desk of DPW by the Proposal Due Date set forth in the Schedule of Events. Email or facsimile proposals will not be accepted. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed, if requested.

X. PROHIBITION AGAINST EMPLOYMENT OF SEX OFFENDERS

Pursuant to 5 G.C.A. § 5253,

- (a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum, all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the government of Guam, shall work for his employer on the property of the government of Guam other than a public highway.
- (b) All contracts for services to agencies listed herein shall include the following provisions: (1) warranties that no person providing services on behalf of the contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry; and (2) that if any person providing services on behalf of the contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction.

XI. EQUAL OPPORTUNITY

- (a) The DPW will not discriminate against any employee or applicant for employment because of race, religion, sex, color, age, economic status, or national origin. The Contractor will take affirmative action to insure that qualified applicants are employed and that employees are treated during employment without regard to their race, religion, sex, color, age, economic status, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (b) The DPW will, in all solicitations or advertisements for employees placed by or on behalf of the Government of Guam, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, age, economic status, or national origin.

XII. RECEIPT/OPENING OF PROPOSALS:

Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the supply, services, or construction item offered. The Register of Proposals shall be opened to public inspection only after award. Proposals and modifications shall be shown only to government personnel having a legitimate interest in them.

XIII. CLASSIFICATION OF PROPOSALS AS RESPONSIVE OR NON-RESPONSIVE:

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

XIV. DETERMINATION OF RESPONSIBILITY:

The procurement officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

XV. COMPLETENESS OF PROPOSALS

Selection and award will be based on the information contained in the Offeror’s proposal. Proposals may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested by DPW. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

XVI. FAILURE TO COMPLY WITH INSTRUCTIONS:

Offerors failing to comply with the instructions set forth in this RFP may be subject to point deductions. DPW may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

XVII. DPW RIGHTS RESERVED:

While DPW and the government of Guam have every intention to issue an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by DPW or the government of Guam to award and execute a contract. Upon a determination such actions would be in its best interest, DPW, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP as provided in the Guam Procurement Regulations;
- Reject any or all proposals received in response to this RFP in the best interests of DPW or the government of Guam as provided in the Guam Procurement Regulations;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Waive any minor informalities in proposals received, or have them corrected by the Offeror in accordance with applicable regulations;
- Not award if it is in the best interest of DPW or the government of Guam not to proceed with contract execution; or
- If awarded, terminate any contract if DPW determines adequate funds are not available.

XVIII. NONDISCLOSURE OF DATA

In accordance with Guam Procurement Regulations § 3114(h) (2), Offerors may identify trade secrets and other proprietary data contained in their proposals. If the Offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, DPW shall examine the request to determine its validity prior to entering into negotiations. If the parties do not agree as to the disclosure of data, DPW shall inform the Offeror in writing what portion of the proposal will be disclosed and that, unless the Offeror withdraws the proposal or protests under 5 G.C.A. Chapter 5 Article 9 the proposal will be so disclosed.

XIX. REJECTION OF PROPOSAL OFFER.

The Department of Public Works shall have the prerogative to reject any proposals in whole or in part if a determination is made that such rejection is in DPW's interest or in the best interest of the Territory of Guam as provided for in the regulations 2 GAR, Div. 4 §3115(e)(2).

XX. CANCELLATION OF RFP SOLICITATION:

Prior to the date deadline set for proposal offers, this solicitation maybe cancelled in whole or in part when the Director of Public Works or his designee determines in writing that there are cogent and compelling reasons to believe that the cancellation of the solicitation is in the Department of Public Works best interest, in accordance with the Procurement Rules and Regulations; as provided for in the regulations 5 GCA §5225; 2 GAR, Div. 4 §3115(c).

XXI. DEBARMENT:

The Offeror certifies, by submitting its proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If an Offeror cannot certify this statement, attach a written explanation for review by the DPW.

XXII. INDEMNIFICATION:

Indemnify the government of Guam and DPW from any liability arising from the implementation of the Offeror's proposal.

XXIII. RFP REQUIREMENTS:

Proposals must be in writing, signed in ink, and prepared as described below. Offerors must clearly mark one proposal as "ORIGINAL" and provide four (4) copies. The original and copies must be placed in a sealed box or envelope clearly labeled with the RFP Number, RFP Title, and Proposal Due Date. The original should be unbound and each hard copy must be separately bound. Erasures or other changes in a proposal must be explained or noted over the signature of the Offeror. Proposals containing any conditions, omissions, unexplained erasures or alterations or items not called for in the RFP, or irregularities of any kind may be rejected by DPW as being non-compliant

1. Introduction.

- a. Cover letter (must be on Offeror's letterhead) with the name and address telephone and facsimile numbers of the Offeror (and electronic address if available).

2. Offeror's Profile

- a. Offeror should include a complete resume of his own.
- b. Client list and work: Include a listing of significant current and former projects and a description of the type of work performed or related work for this project.
- c. Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.
- d. References: DPW welcomes references of entities to which Offeror has provided services

XXIV. RFP LEGAL REQUIREMENTS:

1. **Affidavit Disclosing Ownership and Commissions per 5 G.C.A. § 5233 (reference: RFP ATTACHMENT 1).** As a condition of this RFP, any partnership, sole proprietorship, joint venture, association or corporation doing business with the government of Guam shall submit an affidavit executed under oath that lists the name and address of any persons, companies, partners, or joint ventures who have held more than ten percent (10%) of the outstanding interest or shares in said partnership, sole proprietorship joint venture, association or corporation at any time during the 365 days immediately preceding the submission date of a proposal. The affidavit shall contain the number of shares or the percentage of all assets of such partnership, sole proprietorship joint venture, association or corporation which have been held by each such person during the 365 day period. In addition, the affidavit shall contain the name and address of any person who has received or is entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to this RFP for the Offeror and shall also contain the amounts of any such commission, gratuity or other compensation. The affidavit shall be open and available to the public for inspection and copying. See **RFP Legal Form: Affidavit re Disclosing Ownership (Major Shareholders) & Commissions; AG Procurement Form 002**
2. **Affidavit re Non-Collusion per 2 GAR Division 4 § 3126(b) (reference: ATTACHMENT 2).** By submitting an offer, the Offeror certifies that the price submitted was independently arrived at without collusion. See **RFP Legal Form: Affidavit re Non-Collusion; AG Procurement Form 003.**
3. **Affidavit Re No Gratuities or Kickbacks per 2 GAR Division 4 § 11107(e) (reference: ATTACHMENT 3).** The bidder, Offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §11206 (Gratuities and Kickbacks) of the Guam Procurement Regulations. **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract; or to any solicitation or proposal therefor. **Kickbacks.** It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. See **RFP Legal Form: Affidavit Re No Gratuities or Kickbacks; AG Procurement Form 004.**

4. **Affidavit Re Contingent Fees per 2 GAR § 11108 (reference: ATTACHMENT 4).**
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. See **RFP Legal Form: Affidavit Re Contingent Fees; AG Procurement Form 007.**
5. **Affidavit Re Ethical Standards per 2 GAR § 11103. (reference: ATTACHMENT 5).**
The bidder, Offeror, or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a government employee to breach any of the ethical standards set forth in 5 GCA Chapter 5 Article 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations. See **RFP Legal Form: Re Ethical Standards; AG Procurement Form 005.**

XXV. OPENING OF PROPOSALS.

Proposals shall not be opened publicly, shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. After the date established for receipt of proposals, a Register of Proposals shall be prepared which shall include for all proposals the name of each Offeror, the number of modification received, if any, and a description sufficient to identify the supply, service, or construction item offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals and modifications shall be shown only to territory personnel having a legitimate interest in them.

XXVI. DISCUSSIONS AND EVALUATION:

Evaluation committee will be established to review and evaluate all proposals submitted in response to this RFP. The committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria set forth in this RFP. All proposals submitted will be evaluated by the evaluation committee and will be ranked by the criteria provided in this RFP, including the following:

XXVII. NEGOTIATION AND AWARD OF CONTRACT.

The Department of Public Works shall negotiate a contract with the best-qualified proposer for the required services at compensation determined in writing to be fair and reasonable. Contract negotiations will be directed toward: (1) making certain that the Offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services (2) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

XXVIII. SUCCESSFUL NEGOTIATION OF CONTRACT WITH QUALIFIED OFFEROR.

If compensation, contract requirements, and contract documents can be agreed upon with the best-qualified proposer, the contract will be awarded to the proposer. (See ATTACHMENT 6)

XXIX. FAILURE TO NEGOTIATE CONTRACT WITH BEST QUALIFIED OFFEROR.

If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefore shall be placed in the file and the Department of Public Works will advise such Offeror of the termination of negotiations which shall be confirmed by written notice within three days. Upon failure to negotiate a contract with the best-qualified proposer, the Department of Public Works will enter into negotiations with the next most qualified proposer. If negotiations again fail, negotiations will be terminated as provided in this Section and commence with next most qualified proposer.

XXX. NOTICE OF AWARD.

The Department of Public Works will notify all Offerors of the status of the RFP and intent to award. Written notice of award will be public information and made a part of the contract file.

XXXI. RFP EVALUATION

1. Method of Evaluation

- After receipt of all proposals, the Selection committee will be convened to review and evaluate the proposals according to the **Evaluation Criteria**. The proposal submitted will be the primary document for evaluation. DPW reserves the right to select or reject any and all proposals submitted, to waive any minor information or irregularity in proposals received. It is the policy of the Department of Public Works to award proposals to offeror duly authorized and licensed to conduct business in Guam. **Offerors are required to address each evaluation criterion listed herein in their proposals.**

XXXII. EVALUATION CRITERIA

a). Offeror's Educational Attainment/background

- Offeror is required to present Educational Attainment, Certifications, trainings etc.
- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.

b). Offeror's Statement of Experiences and Qualifications

- Offeror is required to present satisfactory evidence that he/she have sufficient experience and are fully qualified Include a written, verifiable statement of experience in providing and managing requested services
- a. Client list and work: Include a listing of significant current and former projects and a description of the type of work performed or related work for this project.
- b). References: DPW welcomes references of entities to which Offeror has provided services.

c). licensing Requirements:

- Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.

d). Determination of Responsibility of Offeror

- Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information.
- DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.

XXXIII. EVALUATION, RATING AND SELECTION TABLE

In the evaluation, rating and selection of proposals, the evaluation factors and their relative importance are as follows:

All proposals submitted will be evaluated by the Evaluation Committee and will be rated using the criteria and form provided in this RFP including the following:

EVALUATION CRITERIA	MAX SCORE	SCORE
<u>Offeror's Educational Attainment/Background</u> Offeror is required to present Educational Attainment, Certifications, trainings etc.	20	
<u>Statement of Experiences & Qualifications</u> Offeror is required to present satisfactory evidence that he/she have sufficient experience and are fully qualified Include a written, verifiable statement of experience in providing and managing requested services.	60	
<u>Licensing Requirements:</u> Offerors are required to present a copy of current Professional Engineer license issued by the Guam Board of Registration for Professional Engineers, Architects, and Land Surveyors.	10	
<u>Determination of Responsibility of Offeror</u> Offerors are requested to submit proposals, which are complete and unambiguous without the need for additional explanation or information. DPW may make a final determination as to whether a proposal is acceptable or unacceptable solely on the basis of the proposal as submitted, and proceed with proposal evaluation without requesting further information from any Offerors.	10	
TOTAL POINTS	100	

b) INDIVIDUAL EVALUATION FORM:

Evaluation Criteria	Evaluation Points	Remarks
Offeror's Educational Attainment/Background		
Statement of Experiences & Qualifications		
Licensing Requirements		
Determination of Responsibility of Offeror		
Total		

c) SUMMARY EVALUATION FORM:

Criteria	Evaluators Points			Total Points	Remarks
Offeror's Educational Attainment/Background					
Statement of Experiences & Qualifications					
Licensing Requirements					
Determination of Responsibility of Offeror					
Total					

XXXIV. AWARDING OF CONTRACT

The Department of Public Works will negotiate a contract with the best qualified offeror for the required services. If compensation, contract requirements and contract documents can be agreed upon with the offeror, a contract will be awarded to this offeror. (reference: ATTACHMENT 7).

XXXV. GENERAL SCOPE OF SERVICES AND RESPONSIBILITIES:

- a. The Architecture/Engineering (A&E) firm must be responsible for the complete new design of the project. All Prospective Proposers must visit the site and must be responsible for having ascertained pertinent conditions such as location, accessibility, general character of the site and the extent of existing condition within or adjacent to the site. No extra compensation will be made by reason of any misunderstanding or error as regards to the site, the condition thereof, accessibility or the amount of kind of work to be performed.
- b. The A&E shall provide architectural and engineering services for the different tasks described in this RFP and furnish the required reports, plans and specifications for the project. Plans shall be signed and approved by Professional Engineer authorized to practice and perform work in Guam or the Marianas.
- c. The A&E Firm shall prepare the required Plans Specifications & Estimates (PS&E) documents in compliance with local and federal Government agencies having jurisdictions and the International Building Code 2009.
- d. The Awardee shall coordinate with DPW Engineer for all additional requirements as basis for the new design project.
- e. All other items not detailed shall be assumed included to make the design work complete and ready for use for construction.

XXXVI. SPECIFIC SCOPE OF WORK:

A. TASK I:

Preliminary-Site Assessments, Rendering Plan and 60% Plans, Specification & Estimate Submittal

Task 1 involves those investigative and study requirements, which must be undertaken to adequately assess the existing condition of the site and form the basis subsequent design activities to be in compliance with the International Building Code 2009 and all other agencies having jurisdictions. A rendering plan of proposed design shall be submitted.

B. TASK II:

The Pre-Final Plans, Specifications and Estimates shall be 100% complete incorporating all approved comments from preliminary comments from preliminary Plans and Specifications.

Two (2) copies of Plans, Specifications and Estimates shall be submitted for review and comments for Task I and Task II.

C. TASK III:

After approved of the Pre-Final Plans, Specifications and Estimates, submit five (5) copies for final review.

XXXVII. PLANS, SPECIFICATIONS and ESTIMATES Requirements to be submitted:

1. Plans – Complete plans, including title sheet, summary of quantities and schedules, details cross sections, etc; The Plans shall be prepared in conformance with the standard format furnished by the Government. Plan size shall be 24"x36".
2. Technical Specifications – complete technical specifications to properly construct each item, of work including test procedures required, and any special conditions to be required.
3. All plans and details shall be legible when reduced to one-half size plans (50% reduction). The minimum size of alphanumeric text on the reduced plans shall be 1/8".
4. Design analysis and computation sheets;
5. Estimates – Each item of work shall be supported with a detailed quantity take-off computation and corresponding cost analysis for each item of work. Any Lump sum cost shall also be supported with detailed breakdown arriving to the lumps sum cost;
6. CPM schedule to establish project construction activities within the specified construction time.
7. An electronic non-PDF workable file in AUTOCADD format, latest version, shall also be submitted in a separate disk for plans, specifications, and estimates for each phase.

XXXVIII. COMMENCEMENT AND COMPLETION OF WORK:

1. Design completion time Ninety (90) calendar days. DPW will issue Notice to Proceed (NTP) for the design of the project upon approved of Contract Agreement.

Design Submittal Schedule:

Task I (Preliminary)	60% Submittal (PS&E)	30 days after Notice to Proceed
Task II (Pre-Final)	90% Submittal (PS&E)	30 days after review & approval of Task I
Task III (Final)	100% Submittal (PS&E)	30 days after review & approved of Task II

IXL. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in the following references, as applicable.

- a. Building Law, Title XXXII, Government Code of Guam
- b. International Building Code (2009 Edition)
- c. International Mechanical Code (Latest Edition)
- d. International Plumbing Code (Latest Edition)
- e. National Electrical Code (NEC-Latest Edition)
- f. National Electrical Safety Code (NESC-Latest Edition)
- g. Life Safety Code (Latest Edition)
- h. International Fire Code (IFC-latest Edition)
- i. National Fire Protection Association Handbook (NFPA 70)
- j. Illuminating Engineering Society (IES)
- k. American Disability Act (ADA)
- l. GEPA, USEPA, CFR29
- m. Guam Energy Code
- n. All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP.

XL. GOVERNMENT REVIEWING AND APPROVING AGENCIES:

1. Department of Public Works
2. Guam Environmental Protection Agency
3. Department of Land Management
4. Guam Power Authority
5. Guam Fire Department
6. Guam Waterworks Authority
7. Guam Historic Preservation

XLI. RFP ATTACHMENTS:

The following are RFP Attachment and are made part of this RFP.

ATTACHMENT 1

AFFIDAVIT OF DISCLOSING OWNERSHIP AND COMMISSIONS

CITY OF _____)
) ss.
ISLAND OF GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Offeror and that *[please check only one]*:

☐ The Offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

☐ The Offeror is a corporation, partnership, joint venture, or association known as _____ *[please state name of Offeror company]*, and the persons, companies, partners, or joint ventures who have held more than 10% of the shares or interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows *[if none, please so state]*:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 002 (Rev. Nov. 17, 2005)

Project Name: New Building for Regional Transit Authority
Request for Proposal

Project No.: 680-5-1001-F-TAM

AFFIDAVIT OF NON COLLUSION

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____[*state name of affiant signing below*], being first duly sworn
deposes and says that:

1. The name of the offering company or individual is [*state name of company*]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror or person, to put in a sham proposal or to refrain from making an offer. The Offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of Offeror or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the government of Guam or any other Offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made in pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires: _____

AG Procurement Form 003 (March 9, 2011)

AFFIDAVIT Re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of Offeror Company] _____. Affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, and officer of the Offeror] making the foregoing identified bid or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of Offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the Offeror's offices, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the Offeror's proposal.

4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires: _____.

AFFIDAVIT RE CONTINGENT FEES

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.
2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made in pursuant to 2 GAR Division 4 11108(f).
3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).
4. I make these statements on behalf of myself as a representative of the Offeror, and on behalf of the Offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires: _____.

AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

I, _____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: the Offeror, a partner of the Offeror, an officer of the Offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of Offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of Offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the Offeror is an individual;
Partner, if the Offeror is a partnership;
Officer, if the Offeror is a corporation.

Subscribed and sworn to before me

This ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires: _____.

FORM E

DECLARATION RE COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No. FY201_ RFP/DOA/HRD-_-_-

Name of Offeror Company:

_____ hereby certifies under penalty of perjury:

- 1) That I am _____ (the offeror, a partner of the offeror, an officer of the offeror) making the bid or proposal in the foregoing identified procurement;
- 2) That I have read and understand the provision of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangement with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a services to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contracts deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- 3) That the offeror is in full compliance with 5 GCA § 5801 and §5802, as many be applicable to be procurement herein;
- 4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. (INSTRUCTION – Please attach!)

ATTACHMENT 7

CONTRACT NO. _____

CONTRACT

(Contractor)

Public Works
(Department)

2019

Contract for: New Building for Regional Transit Authority

Project No.: 680-5-1001-F-TAM

Amount: \$ _____

Place: Tamuning, Guam

Project Name: New Building for Regional Transit Authority
Request for Proposal
Project No.: 680-5-1001-F-TAM

FORMAL CONTRACT

THIS AGREEMENT AND FORMAL CONTRACT, made and entered into this _____ day of _____, 2019, by and between the Government of Guam, hereinafter called the "Government", represented by the Contracting Officer executing this contract, party of the first part, and _____, a Licensed Professional Engineering Firm of Guam, hereinafter called the "Contractor", party of the second part.

WITNESSETH, that whereas the Government intends to perform the **"New Building for Regional Transit Authority"**, hereinafter called the "Project", in accordance with the RFP Requirements and other contract documents prepared by the Department of Public Works.

NOW THEREFORE, the Government and Contractor for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary services to perform and complete in a workmanlike manner all the work required for the review of plans and specifications of the Project, in strict compliance with the contract documents herein mentioned, which are hereby made a part of the contract, including the following addenda:

Addendum No.	Dated
_____	_____
_____	_____

- (a) Contract Time: The Awardee agrees to commence work under this contract upon written notice to proceed, and to provide necessary services as required by this RFP solely for the Guam Regional Transit Authority. Period of performance for the Contractor will be for a period of Ninety (90) days.

II. THE GOVERNMENT AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, *the contract amount of* _____ *(* \$ _____ *) plus* any and all sums to be added and/or deducted resulting from all extra and/or omitted work in connection therewith, as authorized under this RFP all in accordance with the terms as stated in the contract documents.

(a) Progress payments will be made on a monthly basis.

IV. LIQUIDATED DAMAGES: The Contractor further agrees to pay to the Government the amount *of one-fourth of one percent of the contract value per calendar day*, not as a penalty, but as a reasonable liquidated damages for breach of this contract by the Contractor by his failing, neglecting or refusing to complete the work within the time herein specified and said sums shall be paid for each consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated in the contract for completing the work.

V. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. The warranty shall not apply to commission payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

VI. OTHER CONTRACTS. The Government may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work

by any other contractor.

VII. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer whose decision shall be final and conclusive upon the parties thereto. In the meantime the Contractor shall diligently proceed with the work as directed.

VIII. CONTRACT BINDING. It is agreed that this contract and all of the Covenants hereof shall inure to the benefit of and be binding upon the Government and the Awardee respectively. Neither the Government nor the Awardee shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IX. It is hereby mutually agreed by and between the parties hereto that no mechanic, contractor, subcontractor, material man or other person can or will contract for or in any other manner have or acquire any lien upon the building or works covered by this contract, or the land upon which the same is situated.

X. RESTRICTION. The service provider warrants that no person in its employment who has been convicted of sex offense under the provisions of chapter 25 of Title 9 of the Guam Code Annotated, or of an offense defined in Article 2 of Chapter 28 of Title 9 of the Guam Code Annotated , or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the service provider while on government of Guam property, with exception of public highways. If any employee of the service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If

the service provider is found to be in violation of any of the provisions of this paragraph, then the Government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service provider fails to take corrective steps within twenty-four hours of notice from the Government, then the government in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.

XI. INDEMNITY. Awardee agrees to save and hold harmless the Government, its officers, agents, representatives, successors and assigns and other governmental agencies from any and all suits or actions of every nature and kind, which may be brought for or on account of any injury, death, or damage arising or growing out of the acts or omissions of the Contractor, Contractor's officers, agents, servants or employees under this contract.

XII. CLAIMS AGAINST GOVERNMENT. The Contractor expressly recognizes that the Government Claims Act (Title 5 of the Guam Annotated, Chapter 6) applies with respect only to claims of money owed by or to the Contractor against the Government if the claim arises out of or in connection with this agreement. The Contractor also expressly recognizes that all other claims by the Contractor against the Government are subject to the Guam Procurement Law (Title 5 of the Guam Annotated, Chapter 5).

XIII. CONSENT TO JURISDICTION. The Contractor hereby expressly consents to the jurisdiction of and the forum of the courts of Guam with respect to any and all claims which may arise by reason of this Agreement, except as otherwise may be provided by the Guam Procurement Law. The Contractor waives any and all rights it may otherwise have to contest the same or to proceed in a different jurisdiction or forum.

XIV. MANDATORY REPRESENTATION BY CONTRACTOR REGARDING GENERAL ETHICAL STANDARDS (2 GAR Div. 4 11103 (b)). With respect to this Agreement and any other contract that the Contractor may have, or wish to enter into, with any Government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

XV. MANDATORY REPRESENTATION BY THE CONTRACTOR REGARDING PROHIBITION AGAINST GRATUITIES AND KICKBACKS (2 GAR Div. 4 11107(e)) With respect to this Agreement and any other contract that the Contractor may have or wish to enter into with any Government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first written.

CONTRACTOR:

GOVERNMENT:

President
Contractor / Company

VINCENT P. ARRIOLA
Director
Department of Public Works

Date: _____

Date: _____

CERTIFIED FUNDS AVAILABLE:

Allotment No.:
Amount:

Guam Regional Transit Authority
Certifying Officer

BBMR's APPROVAL:

APPROVED AS TO LEGALITY AND
FORM:

LESTER L. CARLSON, JR.
Director
Bureau of Budget and Management Research

LEEVIN T. CAMACHO
Attorney General

Date: _____

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

DESIGN REQUIREMENTS

GUAM REGIONAL TRANSIT AUTHORITY

A. GENERAL

GRTA plans to build a new modern maintenance facility that is clean, well-lit/ventilated, equip with cutting-edge vehicle maintenance/repair equipment. And, on the second level, administrative offices and One-Call/One-Click Dispatch Center will be located which are highly functional with temperature control to create a comfortable working environment. The proposed new structure is adjacent to DPW compound that is designated as lot # 5109-REM comprising of 6,120 square meters situated in the Municipality of Tamuning. The Building Design should include Environmental Site Assessments (ESA), National Environmental Policy Act (NEPA) Analyses, Topographic survey, Civil, Structural, Architectural, Mechanical, Plumbing and Electrical Plans with technical specification conforming to all requirements of building permits. See attached preliminary design and reference drawings.

The Design Requirements are as follows:

First Level Area:

1. Maintenance Area-a total 4 (four) bays are required with 1 (one) bay dedicated for GRTA future 35'-40' long electric buses which is provided with maintenance pit, and front/rear roll-up doors to facilitate large bus ingress and egress.

For the remaining 3 (three) bays, 1 (one) bay will be furnished with a heavy-duty vehicle lift to accommodate GRTA's 28' long cutaway revenue buses, the 26' long cutaway revenue buses which are in the process of being acquired, the 17' long revenue minivans, a full-size service pickup truck, a 17' long service minivan, and a service mini SUV. Only a front entry roll-up door will be provided.

The 2 remaining bays will be utilized for vehicle preventive maintenance and minor repairs for the above-mentioned vehicles in which vehicle lifts will not be provided. Only a front entry roll-up door will be furnished since these medium size vehicles can easily ingress and egress to and from the maintenance bays.

2. 30' x 20' Parts Room
3. 12' x 20' Tools Room
4. ADA-compliant Men's and Women's Toilets
5. 18' x 12' Training/Conference Room

6. 10' x 10' GRTA Transportation Supervisor Office
7. 10 x 10' GRTA Mechanic Supervisor Office
8. 10' x 10' Contractor
9. 20' x 20' Vestibule/Waiting Area for drivers in front the elevator and stairway
10. Hallways
11. Elevator
12. Stairway
13. Mechanical Room
14. 15' x 15' Concrete front entry canopy

Upper Level Area:

1. 10' x 10' Chief Planner Office
2. 10' x 10' Federal Programs Office
3. 10' x 10' Accountant Office
4. 20' x 10' Executive Manager Office
5. Office Cubicles: 2 (two) units of 4-person cluster office cubicles
 - a) 1 (one) unit of 4-person cluster office cubicles: 2 cubicles for GRTA Planning Section, 2 cubicles for GRTA Program Coordination Section
 - b) 1 (one) unit of 4-person cluster office cubicles: 2 cubicles for GRTA Office Administration Section, and 2 for GRTA Accounting/Finance Section
6. 20' x 20' Conference Room to accommodate 20 persons
7. Hallways
8. 10' x 10' Interview Room for GRTA paratransit clients
9. ADA-compliant Men's and Women's Toilets
10. 10' x 10' Administrative Officer Room with additional counter/waiting area located in front of the second-floor elevator lobby
11. 20' x 20' One-Call/One-Click Dispatch Office
12. 10' x 20' Driver's Room
13. Elevator / Mechanical Room
14. 10' x 10' Contractor Bus Operations Supervisor Room

B. Project Requirements

1. As per FTA requirements regarding the transfer of Government of Guam property to GRTA, the FTA Region 9 Office reviewed and concurred upon the attached "*Information Required for Probable Categorical Exclusion*" documents. Moreover, FTA inquired concerning hazardous waste spillage since the subject property is a boneyard for the Guam Department of Public Works heavy equipment. GRTA sought the initial finding from DPW and verbally informed us that the subject property is hazardous waste-free.

GRTA exercises its due diligence for the protection of human health and environment. To limit GRTA liabilities, GRTA complies with the "due diligence process" under

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA a.k.a. Superfund, 40 CFR Part 300). Therefore, formal Environmental Site Assessments (ESA) shall be accomplished. In addition as per National Environmental Policy Act, official NEPA analyses shall be performed.

2. The new structure will be situated at an open area North East of DPW compound leading to the Harmon Industrial Park.
3. The new structure will be a 2-level building (*first and upper preliminary building layout attached*). The exterior area is 50' - 0" long x 120' - 0" wide which is equivalent to 6,000 square feet of total space for each building level.
4. The 1st level is 18'-0" high with 4 (four) open area bays for a variety of GRTA vehicles which also includes training area, mechanic supervisor and transportation supervisor offices, tools room, parts room and workspace area. Support areas will include vestibule/waiting area, elevator adjacent to mechanical room, and men's and women's ADA-compliant restrooms.
5. The maintenance area will consist of 4 (four) open area bays to accommodate future GRTA 35'-40' long revenue electric buses including 28' long cutaway revenue buses, the 26' long cutaway revenue buses which are in the process of being acquired, 17' long revenue minivans, and service vehicles such as a minivan, a mini SUV and a full-size pickup truck. The maintenance bays will be equipped with a maintenance pit, a heavy-duty hydraulic lifter, air compressor with overhead air hoses for pneumatic equipment, lubrication equipment, front end wheel alignment equipment and underground oil-water separator system. *Please refer to the Design Requirements, First Level Area: 1. Maintenance Area.*
6. The Clean Air Act Amendments of 1990 (CAAA) directly regulates protection of workers from interior toxic air emission. This means design of indoor parking/repair facility (HVAC) should include a system of removing vehicle exhaust fumes. Further, many new maintenance facilities incorporate flex-piping system attached to the vehicle tail pipes to prevent exhaust fumes from accumulating inside the work areas or a system that mechanically vent out vehicle exhaust fumes from the semi-enclosed maintenance bays to the building exterior.
7. The upper level is 12'-0" high which will include offices, office cubicles, interview room, conference room, One-Call/One-Click Dispatch Center, driver's room, and men's and women's restrooms.
8. The canopy will provide weather protection for foot traffic in front of the main door. The canopy will be of concrete construction.

C. Additional Scope of Work

1. The outdoor automatic bus wash system is tailored to accommodate both large and small GRTA vehicle fleet. This system is complete with cleaning solvent dispensers and water recovery system to get rid of grease, oil, solvents and other contaminants prior to reusing the recycled water.
2. In the near future, GRTA is going Green by acquiring 35'-40' long electric buses and will need 1 (one) dedicated bay complete with indoor charging station. As well as, 1 (one) outdoor charging station.

D. Site

1. AC paved Parking Area will serve the GRTA transportation fleet
2. Underground building utility lines
3. Fencing with automated gate to accommodate a 35'-40' long electric buses
4. All-in-one LED solar lighting system for the parking lot
5. Outdoor automatic bus wash
6. Hazardous waste storage facility
7. Underground oil-water separator
8. Wireless CCTV cameras and security monitoring system

E. Building Materials

1. All exterior walls, 2nd level floor and roof will be precast concrete
2. First and 2nd level exterior and interior precast concrete walls will have paint finish
3. Roof will be precast concrete with urethane coating system
4. All exterior window system will have clear aluminum frame and laminated glass
5. All exterior door system will have clear anodized aluminum frames, doors and storefronts except for the maintenance bay metal roll-up doors
6. All interior 2nd level walls will be sound proofed gypsum board partitions with paint finish
7. Interior 2nd level floor will be either carpeted or tiled.
8. Interior 2nd level ceiling will be either acoustical suspended ceiling or gypsum board suspended ceiling
9. Interior 1st level maintenance bay area walls and ceiling will be painted with finished concrete flooring
10. First level support area partitions will be sound proofed gypsum board with paint finish
11. First level support area ceiling will be either acoustical suspended ceiling or gypsum board ceiling
12. First level support area floor will be tiled
13. Wall between the 1st level maintenance bay area and the support area will be precast concrete

THIRD PARTY CONTRACT PROVISIONS

OVERALL FEDERAL REGULATION COMPLIANCE

FTA Circular 4220.1F
FTA Master Agreement §15.a

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Recipient requests which would cause the Recipient to be in violation of the FTA grant terms and conditions.

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10
FTA Master Agreement §14.c

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18
FTA Master Agreement §26

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy

Project Name: New Building for Regional Transit Authority

Request for Proposal

Project No.: 680-5-1001-F-TAM

Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act.

4. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

FTA Master Agreement §25.c

Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

5. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

FTA Master Agreement §3.d

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31

U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

6. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

FTA Master Agreement §15.t

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the

Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

7. FEDERAL CHANGES

49 CFR Part 18

FTA Master Agreement §2.c(1)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

FTA Master Agreement §25.b

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

FTA Master Agreement §2.f

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

FTA Master Agreement §3.f

THESE REQUIREMENTS ARE APPLICABLE TO ALL CONTRACTS.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves

the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

FTA Master Agreement §11

- a. **Termination for Convenience:** The Recipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Recipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Recipient, the Contractor will account for the same, and dispose of it in the manner the Recipient directs.
- b. **Termination for Default [Breach or Cause]:** If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Recipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Recipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure:** The Recipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Recipient's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Recipient setting forth the nature of said breach or default, Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude

(Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach:** In the event that the Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Recipient shall not limit the Recipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience:** The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default:** If the Contractor fails to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. **Termination for Convenience or Default (Architect and Engineering):** The Recipient may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Recipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if

the termination had been issued for the convenience of the Recipient.

12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION **(NONPROCUREMENT)**

49 CFR PART 29
EXECUTIVE ORDER 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the proposer is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR
Parts 60 et seq. FTA
Master Agreement §12

Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

- (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

14. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1E

FTA Master Agreement §52

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Recipient, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Recipient and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Recipient is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Recipient or Architect/Engineer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

FTA Master Agreement §12.d

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.62 %. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. *If a separate contract goal has been established*, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:
 1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.

Offerors must present the information required above prior to contract award (see 49 CFR 26.53(3)).

If no separate contract goal has been established, the successful bidder/offeror will

be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the GRTA. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify GRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTA.

16. AMERICANS WITH DISABILITIES ACT OF 1990 REQUIREMENTS

FTA Master Agreement §12.g

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

17. SEISMIC SAFETY REQUIREMENTS

42 U.S.C.
7701 et seq.
49 CFR Part
41
FTA Master Agreement §23.e

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in

Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

18. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

The Contractor agrees to comply with the following requirements:

- a) 49 U.S.C. 5301(d), which states the federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy.
- b) Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C 12101 which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act.
- c) And any subsequent amendments thereto:
 - i. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37.
 - ii. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - iii. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - iv. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - v. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

- vi. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- vii. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- viii. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - ix. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
 - x. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; Any implementing requirements FTA may issue.
 - xi. Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

FTA CONCURRENCE TO NEPA CATEGORICAL EXCLUSION REQUEST OF GRTA

NEPA Clearance
8 messages

NEPA Clearance
8 messages

Ruby M. Phipps <ruby.phipps@grta.guam.gov>
Tue, Jul 2, 2019 at 5:08 PM

Celestin Babauta <celestin.babauta@grta.guam.gov>, Virg Peralta <vep@grta.guam.gov>
Wed, May 4, 2019 at 4:12 AM

Hi Ruby,
On March 1, 2018, GRTA submitted to FTA the following documents: Information Requested for Probable Categorical Exclusion (Per 23 CFR Part 771.118). Please see the attachment. The attachment is for CU-04-003 Partial Preliminary Architectural & Engineering Design (\$137,500) and NEPA assessment (\$100,000) of GRTA Proposed Maintenance Facility.
For CU-04-004 Proposed GRTA One-Click One-Click, the \$1,000,000 for construction of the administration facility is approved for reprogramming. Instead of partnering with OUSD to construct the subject facility, GRTA will add a second story to the GRTA Proposed Maintenance Facility to be used as GRTA Administration Facility which includes the One-Click One-Click Dispatch Center.
Our questions are as follows:
1.) Is the attached "Information Requested for Probable Categorical Exclusion document" sufficient enough to exclude the project in regards to NEPA requirements? or GRTA still needs to hire an environmental consultant to conduct official NEPA assessment?
2.) Since we're adding a second floor or adding beside the proposed maintenance facility, our administration facility which includes the One-Click One-Click Dispatch Center, are we required by FTA to do another information Requested for Probable Categorical Exclusion?
Your assistance on this matter will be greatly appreciated.

Matley, Ted (FTA) <ted.matley@grta.guam.gov>
to: Celi, dawn.aba@grta.guam.gov, Peter, celestin.babauta@grta.guam.gov

I don't see the difference is important. You applied to build a facility that would house one call one click, (among other services). Now you are proposing to build a facility that will house GRTA and one call one click. If this is correct, I don't see an issue here as you are doing that you said you would do, which is house one call one click.

Two Questions:
1. Do you have a NEPA clearance for the new facility that will house GRTA and one call one click?
2. Below is the project activities from the grant. Would any of these changes? Have any of these funds been expended?

11.42.07 ACQUIRE - ADP HARDWARE	\$20,000.00	\$0.00	\$20,000.00
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$12,500.00	\$0.00	\$12,500.00
11.43.01 CONSTRUCT - ADMINISTRATIVE BUILDING	\$1,000,000.00	\$0.00	\$1,000,000.00
11.44.01 REHAB/RENOVATE - ADMINISTRATIVE FACILITY	\$20,000.00	\$0.00	\$20,000.00
11.52.02 PURCHASE COMMUNICATIONS SYSTEM	\$122,000.00	\$0.00	\$122,000.00
11.79.00 PROJECT ADMINISTRATION			

Si Yoon Maize,

Rally M. Pilipinas, MBA
Chief Planner
Guam Regional Transit Authority
P.O. Box 2896
Hagatna, Guam 96732
Tel.: 671 300 7261 | Fax: 671 475 4600

CONFIDENTIALITY STATEMENT: This message is from Guam Regional Transit Authority and contains information which is privileged and is solely for the use of the intended recipient. If you are not the intended recipient, any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this transmission in error, please destroy immediately.

Rally M. Pilipinas <rally.pilipinas@grta.guam.gov>
To: Celestin Babauta <celestin.babauta@grta.guam.gov>
Cc: Virgil Penabaz <virgil.penabaz@grta.guam.gov>

SK,

Forwarded is my email message from Darrin Allen concerning Planning Section inquiry concerning the NEPA categorical exclusion request for the proposed GRTA maintenance facility.

This is our teleconference agenda to FTA regional office.

Thanks,

Rally Pilipinas
GRTA
(Please do not history)

Celestin Babauta <celestin.babauta@grta.guam.gov>
To: Rally M. Pilipinas <rally.pilipinas@grta.guam.gov>
Cc: Virgil Penabaz <virgil.penabaz@grta.guam.gov>

Re:

THANKS and I'll include on our agenda.

Best Regards,
Celestin (Col) C. Babauta
Interim Executive Manager
(671) 300-7260

GUAM REGIONAL TRANSIT AUTHORITY
GOVERNMENT OF GUAM



P.O. Box 2896 Hagatna, Guam 96732 Tel: (671) 475-4611/4600 Fax: (671) 475-4600

(Please do not history)

Allen, Darrin (FTA) <Darrin.Allen@fdi.gov>
To: Rally M. Pilipinas <rally.pilipinas@grta.guam.gov>
Cc: "Muley, Ted (FTA)" <Ted.Muley@fdi.gov>, Celestin Babauta <celestin.babauta@grta.guam.gov>, Virgil Penabaz <virgil.penabaz@grta.guam.gov>

Hi Rally,

My apologies for the delay in responding.

Can you please re-submit the attachment? It doesn't appear to have come through to me and I don't find it saved in any of my folders.
Is this project the same as the agenda item on this Wednesday's conference call, "Waiver of NEPA requirement since parcel on Bldg 42-35 will be conveyed Fee Simple to GRTA"?
Thank you,

Darlin Allen | Community Planner
Federal Transit Administration - Region 8 | ☎ 415.734.9470

From: Raily M. Palapa <raily.palapa@grta.guam.gov>
Sent: Tuesday, July 02, 2019 12:07 AM
To: Alan, Darlin (FTA) <Darlin.Allen@dot.gov>
Cc: Mailey, Ted (FTA) <Ted.Mailey@dot.gov>; Celestia Babauta <celestia.babauta@grta.guam.gov>; Virgil Penafiel <virgil.penafiel@grta.guam.gov>
Subject: NEPA Clearance

Hilda Adel Darn,

On March 3, 2018, GRTA submitted to FTA the following documents: Information Requested for Probable Categorical Exclusion (Per 23 CFR Part 771.116). Please see the attachment. The attachment is for GU-04-003 Partial Preliminary Architectural & Engineering Design (\$137,500) and NEPA assessment (\$100,000) of GRTA Proposed Maintenance Facility

For GU-04-004 Proposed GRTA One-Click-One-Click, the \$1,000,000 for construction of the administration facility is approved for reprogramming. Instead of partnering with DUSD to construct the subject facility, GRTA will add a second story to the GRTA Proposed Maintenance Facility to be used as GRTA Administration Facility which includes the One-Click-One-Click Dispatch Center.

Our questions are as follows:

1.) Is the attached "Information Requested for Probable Categorical Exclusion document" sufficient enough to exclude the project in regards to NEPA requirements? or GRTA still needs to hire an environmental consultant to conduct official NEPA assessment?

2.) Since we're adding a second floor or adding beside the proposed maintenance facility our administration facility which includes the One-Click-One-Click Dispatch Center, are we required by FTA to do another Information Requested for Probable Categorical Exclusion?

Your assistance on this matter will be greatly appreciated.

Mailey, Ted (FTA) <Ted.Mailey@dot.gov>

To: Cpl, darlin.allen@dot.gov, Mr. Pilar, celestia.babauta@grta.guam.gov

Forwarded to: Ted Mailey

Forwarded to: Mailey

https://docs.google.com/uc?report=download&id=10c5y34QhwTPHc2CC700Jap3m_2m01wq8P8urend=08775G44bhzcfu=80VCQJcK7U9HqVJZm3IT0RQREJELDPQ

Forwarded to: Ted Mailey

Raily M. Palapa <raily.palapa@grta.guam.gov>
To: Alan, Darlin (FTA) <Darlin.Allen@dot.gov>

Sat, May 4, 4:12 AM

Tue, Jul 16, 2019 at 9:42 AM

Cc: "Marey, Ted (FTA)" <ted.marey@dot.gov> Celestin Babauts <celestin.babauts@dot.gov> Virgil Penafiel <virgil.penafiel@dot.gov>

Dear,

Sorry about that Attached for your use is the subject document

Ruby M. Pajons
GRTA

Flashed Bird (Came)
(321) 200-1230

Received by email

31 FY 2018 GRTA Request for Categorical Exclusion to FTA packet 3.02.18 (5) (5).pdf
GRTA

Alan, Darin (FTA) <Darin.Aly@dot.gov>
To: "Ruby M. Pajons" <ruby.pajons@dot.gov> Celestin Babauts <celestin.babauts@dot.gov>
Cc: "Marey, Ted (FTA)" <ted.marey@dot.gov> Celestin Babauts <celestin.babauts@dot.gov> Virgil Penafiel <virgil.penafiel@dot.gov> "Luis, Catherine (FTA)" <Catherine.Luis@dot.gov>
"Bustamante, Demaris (FTA)" <Demaris.Bustamante@dot.gov>

Hi Ruby,

Thanks for your message below, the documentation, and discussion time on today's call. Based upon all the information you have conveyed, FTA concurs with GRTA that the facility project housing Maintenance, Administration, and One Call/One-Click Dispatch to be constructed on land conveyed to GRTA by the Government of Guam (per BD 42-35, signed by the Governor) locally zoned for Heavy Industrial and light industrial uses and within the Department of Public Works secured compound qualifies for the C-1st Type 09 Categorical Exclusion under FTA's regulations implementing the National Environmental Policy Act (NEPA).

Type 09: Assembly or Construction of Facilities

Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses previously land disturbed for transportation use, such as: buildings and associated structures, bus transfer stations or intermodal centers, busways and arterial bus or other transit investments within areas of the right of way occupied by the physical facility or otherwise maintained or used for transportation operations, and parking facilities.

This Categorical Exclusion does not exempt GRTA from meeting all other relevant FTA requirements. Please contact FTA if the scope and/or implementation schedule of the project varies significantly from what is indicated in existing grant.

Received by email

Celestin Babauts <celestin.babauts@dot.gov>
To: "Ruby M. Pajons" <ruby.pajons@dot.gov> Virgil Penafiel <virgil.penafiel@dot.gov>

Good news! One less thing we have to do.

Thanks!

Best Regards,
Celestin (C) C. Babauts
Transportation Section Manager
(321) 200-1230

GUAM REGIONAL TRANSIT AUTHORITY
GOVERNMENT OF GUAM



P.O. Box 2706 Hagåtña, Guam 96912 Tel: (671) 875-4162/6666 Fax: (671) 875-3420

[Quoted by: 1 Person]

Rafly M. Pippina <rafly.pippina@grta.guam.gov>
To: "Adrian Doria (FTA)" <Adrian.Doria@grta.guam.gov>
Cc: Celestina Babalola <celestina.babalola@grta.guam.gov>, "Madley, Ted (FTA)" <ted.madley@grta.guam.gov>, "Luu, Catherine (FTA)" <Catherine.Luu@grta.guam.gov>, "bernardo bustamante" <bernardo.bustamante@grta.guam.gov>, "Vigil Penafiel" <vigil.penafiel@grta.guam.gov>

Dear,

Thank!

Rafly Pippina
GRTA
[Quoted by: 1 Person]

Thu, Jul 18, 2019 at 4:38 PM



GUAM REGIONAL TRANSIT AUTHORITY
Government of Guam

Eddie B. Calvo, Governor
Raymond S. Tenorio, Lt. Governor
Enrique Agustin, Executive Manager

P.O. Box 2896
Hagatna, Guam 96932

Phone: (671) 475-4686 or 475-4616
Fax: (671) 475-4600



March 30, 2018

Mr. Ted Matley
Director of Planning & Program Development
FTA Region IX
90 Seventh Street, Suite 15-300
San Francisco CA 94103

Re: Request for Categorical Exclusion

Dear Mr. Matley:

Hafa Adai! The Guam Regional Transit Authority (GRTA) kindly request for a Categorical Exclusion (CE) for GRTA's proposed maintenance facility property lot L5109-R2 zoned heavy industrial (M-2 zone) in the municipality of Tamuning. As per § 61309.M1 Light Industrial & § 61310.M2 Heavy Industrial Zone of the 21 Guam Code Annotated (GCA) Real Property, Ch. 61 Zoning Law, (a) Use Permitted, (4) Automobile repair shops including painting, body and fender work and rebuilding; truck and tractor repairing, and tire retreading. This parcel of Government of Guam property is within the Department of Public Works secured compound adjacent to the heavy equipment and light vehicle/school bus repair facilities. In addition, all privately owned businesses around or adjacent to DPW fence have business activities complying with the requirements of M-1 and M-2 zones.

As per Attachment Number 1, the Northern & Central Land Use Plan & Land Use Districting Overlay legend is incorrect in regards to the zoning of the subject parcel. The subject lot is located in an M-2 heavy industrial zone and the Northern section beyond Marine Drive is a Commercial zone.

Under 23 CFR 771.118-FTA, CE, (c) Actions that FTA determines fall within the following categories of FTA CEs and that meet the criteria for CEs in the CEQ regulation (40 CFR 1508.4 and paragraph (a) of this section do not require any further NEPA approvals by FTA. Section 771.118, (c), (9) states that: Assembly or construction of facilities that is consistent with the existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation uses such as: buildings and associated structures; bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities.

Concerning the above paragraph, FTA has clarified to GRTA that the subject project is not category exempt from NEPA; but, it's just exempt from further analysis under NEPA. As a result, provided for your review is the completed CE checklist for your review and approval. Please see attached documents as information required for probable categorical exclusion (Per 23 C.F.R. Part 771.118)

GRTA appreciates your consideration in this matter and looks forward to working with you to move this issue forward. Should you have any questions or concerns please do not hesitate to contact me or Mr. Rally Pilipina, Chief Planner at 300-7260 or 300-7261.

Thank you,


ENRIQUE J.S. AGUSTIN
Executive Manager

**INFORMATION REQUIRED FOR PROBABLE
CATEGORICAL EXCLUSION**
(Per 23 C.F.R. Part 771.118)

The following information should be included in the letter or attached to the letter from the applicant to FTA Region 9 to support the request for a Categorical Exclusion (CE) determination.

- ✓ **A. DETAILED PROJECT DESCRIPTION:**
- Include project features and identify project sponsor. FTA awarded GU-04-0003-00 to GRTA on August 5, 2011 for a total of \$2,37,500.00 in which \$1,37,500.00 will be utilized for the partial preliminary architectural and engineering design and \$100,000.00 for NEPA environmental review.
 - Include funding source (e.g. CMAQ, formula funds, discretionary funds, etc.). 49 U.S.C., Section 5309-Capital Investment Grants for Bus and Bus Related Facilities fund this project. GU-04-0003-00 is the grant project number (UIN) for the Proposed Partial Preliminary Engineering & Design of Maintenance Facility and Environmental Assessment.
- The proposed pre-fabricated butler building will be 60' long x 100' wide x 30' high two-story maintenance building. The proposed project will be a 4 bay maintenance facility (back-to-back and side-to-side arrangement) and located at the second floor will be the maintenance offices, a part storage room, and toilet/shower facility for both men and women.
- ✓ **B. LOCATION (INCLUDING ADDRESS):** Attach a site map or diagram, which identifies the land uses and resources on the site and the adjacent or nearby land uses and resources. This is used to determine the probability of impact on sensitive receptors (such as schools, hospitals, residences) and on protected resources.
- Site map should show a 1/2 mile radius and include labels for water resources and key features such as parks, designated sensitive areas, and adjacent uses. Attachment Number 1 is a site map that shows a 1/2 mile radius of the project site.
- ✓ **C. METROPOLITAN PLANNING AND AIR QUALITY CONFORMITY:** Is the proposed project "included" in the current adopted MPO plan, either explicitly or in a grouping of projects or activities? What is the conformity status of that plan? Is the proposed project, or are appropriate phases of the project included in the TIP? What is the conformity status of the TIP?
- Presently, Guam has no Metropolitan Planning Organization (MPO). The 2030 Guam Transportation Plan (Long-Term Plan) which was prepared by Parson Brinckerhoff International, Inc. (PB) on December 19, 2008 for the Department of Public Works and Guam Regional Transit Authority is still in use including the Guam Transportation Improvement Plan (GTIP Short-Term Plan) which was developed and implemented every three years. Just recently, DPW contract with PB has concluded. For the FY 2016-2019 GTIP, DPW has developed and implemented the short-term plan; but, GRTA was not included in that plan. As a result, GRTA will develop its own FY 2018-2021 Guam Transportation Improvement Plan which will include the Proposed GRTA Maintenance Facility project.
- Include the year of the adopted plan and the project number. In the most recent GTIP FY 2016-2019, GRTA was not included in the plan. As a result, GRTA will develop its own GTIP.
 - Include date that the RTP was found to be conforming. The Regional Transportation Plan (2030 Guam Transportation Plan) was approved on December 10, 2008. The plan was prepared by Parsons Brinckerhoff International, Inc. with funding from FTA.
 - Is the project description consistent with what is listed in the plan? The project description will be consistent with what is listed in the plan.
- ✓ **D. LAND USE AND ZONING:** Description of zoning, if applicable, and consistency with proposed use. (attach maps).
- Consistency with zoning also includes consideration of adjacent uses. The subject parcel of land is located in M-2 zone (heavy industrial). The Eastern side of Marine Drive is M-1 zone (light industrial) and the Western and the Northern sides are commercial zone. The

Southern side is a combination of M-1 and Commercial Zone-please refer to Attachment Number 6.

✓ E.

TRAFFIC AND PARKING IMPACTS: Describe potential traffic impacts; including whether the existing roadways have adequate capacity to handle increased bus and other vehicular traffic. Describe potential impacts to on and off street parking.

- Include parking impacts. Will there be a permanent loss of on-street or off-street parking? This project will not impact the current parking in which there will be no permanent loss of on-street or off-street parking. The proposed building parking is planned to be included in this project and it's going to be inside the project site. Any additional parking spaces will be compensated with the excess parking spaces belonging to DPW.
- If the project includes a parking structure on an existing surface lot, what is the net increase in parking? The numbers of required parking stalls are dependent on the use of the building as required by local building requirements. GRTA currently has 26 vehicles including service vehicles and GRTA plans to procure 10 more buses between 2019 and 2020. With an anticipated 10 employees, the total net increase in parking stalls will be at approximately 60. GRTA can approximately estimate the number of parking stalls that the project site can accommodate based on the existing vehicles that are currently parked on the project site. Sixty parking stalls can fit within the parking site. In addition, not all 36 buses will be parked at the proposed facility because when these vehicles are operational. These vehicles will be at our transit providers' facility.
- Will there be increased bus services or will the project accommodate existing service? The Guam Legislature has been giving GRTA similar amount of budget yearly even if GRTA requests for additional funding for expansion. With the currently tax cuts by the Trump administration, there is a projected \$67 million revenue shortfall for the Government of Guam revenue for FY 2018, and the delays in relocating U.S. Marines, their dependents and the federal civilian employees to Guam from Okinawa, it would be a long way for the U.S. Marine relocation to materialize. The plan in increasing bus services is currently beyond consideration.
- Will the project require traffic signal work or modification of lanes (e.g. add turn lanes, removal of medians, removal of lanes, restriping, shifting location of lanes)? The location of this parcel of Government of Guam property is within the secured compound of the Department of Public Works. Prior to entering the compound, an existing traffic light is located for a smooth vehicular ingress and egress. Prior to entry and exit, all vehicles should go through the guardhouse. As a result, this project will not result in traffic signal work or modification of lanes.

During the connection of underground water and sewerage lines including overhead powerline connections, temporary adjustments of traffic flow will occur.

✓ F.

CO HOT SPOTS: If there are serious traffic impacts at any affected intersection, and if the area is nonattainment for CO, demonstrate that CO hot spots will not result. There will be no serious traffic impacts at any affected intersection.

- Is the area in an attainment or non-attainment area? Harmon Field is an attainment area. Piti and Tanguisson are the only two villages (Counties) in Guam that are designated non-attainment for SO₂ (Sulfur Dioxide) NAAQS. This is where the Piti Power Plant is located, please refer to Attachment Number 2.
- Will the project exacerbate conditions of an existing hotspot or non-attainment area? Harmon Field/Upper Tumon is not an existing hotspot or a non-attainment area.

✓ G.

HISTORIC RESOURCES: Describe any cultural, historic, or archaeological resource that is located in the immediate vicinity of the proposed project and the impact of the project on the resource. Discuss State Historic Preservation Officer (SHPO) consultation and findings. Discuss consultation with the Native American Heritage Commission (NAHC) and other Native American groups. Attach any relevant correspondence.

- Are there any sites eligible for listing in the National Register of Historic Places? Within the 1/2 mile radius of the project, there are no eligible sites listed in the National Register of Historic Places.
- Is the project located in the vicinity of a Historic District? The Historic District for Guam is in Hagatna. During the Spanish colonization, the U.S. Naval government era, and also at the present time, the seat of government has been in Hagatna. Accordingly, most of the

sites eligible for listing in the National Register of Historic places have been located in Hagatna. But, some are located along Tumon Beach. Most of these are Japanese pillboxes and fortifications during World War II, please see Attachment Number 3- listing of the State Historic Preservation office.

The project site is located in upper Tumon which is approximately more than a mile away from the historic places in Tumon Beach.

- Is SHPO coordination required? This is not required since the project location is not within the historic district or historic places.
- Has a request of a search of the Sacred Lands File from the Native American Heritage Commission completed? On Guam, Native American Heritage Commission (NAHC) doesn't exist.
- Has coordination been conducted with Native American Groups? (Note: Native American consultation, particularly for federally recognized tribes, must be conducted through FTA). The proposed project will be located inside DPW compound which was found to be non-sacred when the facilities were first built.

✓ H.

NOISE: Compare the distance between the center of the proposed project and the nearest noise receptor to the screening distance for this type of project in FTA's guidelines. If the screening distance is not achieved, attach a "General Noise Assessment" with conclusions.

- Identify sensitive noise receptors, including residences, outdoor eating areas, parks, outdoor public gathering places, etc. Are there outdoor pools? Marine Corps Drive acts as a demarcation line between the M-2 zone located at the Southern side and the commercial establishments on the Northern side such as convenient stores, restaurants, cell phone providers, night clubs, etc. At the Western side is a car dealership with car repair facility, knurr, and a gas station. At the Eastern side is the Guam Waterworks main office and warehouses, the Guam Telephone Authority head quarter and warehouses, a tire store, night club, a commercial area, construction office and cinder block factory.

At the very edge around the 1/2 mile radius limit, facilities such as John F. Kennedy Senior High School, Saint John School/Church, and Chinese park are located. Within the 1/2 mile radius, there are no outdoor/indoor pools.

- What is the distance of the closest sensitive receptor? The distance to the closest sensitive receptor is approximately 1/4 of a mile. There are currently many existing car repair and tire repair facilities in the area including DPW heavy and light equipment repair shops. Presently, extraneous noise is not an issue with sensitive noise receptors.
- Are there existing noise barriers (walls, earthen berms, etc.) or intervening structures? Noise barriers are currently non-existence. However, the 6 foot high cinder block fencing located at the East side of the boundary line acts as noise barrier.

✓ I.

VIBRATION: If the proposed project involves new or relocated steel tracks, compare the distance between the center of the proposed project and the nearest vibration receptor to the screening distance for this type of project in FTA's guidelines. If the screening distance is not achieved, attach a "General Vibration Assessment" with conclusions.

This proposed project does not involve new or relocation of steel tracks. On Guam, we don't have any railroad system.

✓ J.

ACQUISITIONS & RELOCATIONS REQUIRED: Describe land acquisitions and displacements of residences and businesses. Include discussion of any permanent or temporary easements required.

This land acquisition is a legislative transfer of unused Government of Guam property which is currently being utilized by the DPW heavy equipment maintenance and repair facility as a heavy equipment parking area. Thus, the displacements of residences and businesses will not occur.

- Include discussion of temporary construction easements (if not already included in the construction section) and partial acquisitions. Since this parcel of property is adjacent to the DPW heavy equipment maintenance/repair facility and the DPW school bus/light duty vehicle maintenance facility, AC paved road leads to the proposed project site and AC

paved parking space currently exist. As a result, there is in existence permanent construction easements.

GRTA will develop a Memorandum of Understanding with DPW for GRTA will be able to utilize the existing easement during and after the proposed project construction.

✓ K.

HAZARDOUS MATERIALS: If real property is to be acquired, has a Phase I site assessment for contaminated soil and groundwater been performed? If a Phase II site assessment is recommended, has it been performed? What steps will be taken to ensure that the community in which the project is located is protected from contamination during construction and operation of the project? State the results of consultation with the cognizant State agency regarding the proposed remediation?

A Phase I site assessment for contaminated soil and groundwater has not been performed. Currently, the vacant lot is being used as parking area/home yard for DPW heavy equipment. The most likely occurrence of contamination will be from oil dripping from the heavy equipment engines and coolant from the radiators if these are not drained prior to storage. In addition, the entire property has only very few equipment in storage which are mostly around the edges of the lot.

Should the legislative property transfer is approved, GRTA will utilize the grant funds to do a Phase I environmental assessment. Should a Phase II site assessment will be recommended, GRTA will also use the grant funds.

The selected contractor will strictly comply with Guam environmental requirements by indicating the all environmental requirements in the bid specifications.

During the architectural & engineering design phase of the proposed project, GRTA will require the A & E consultant to incorporate in the building design all the facility requirement of GEPA such as underground oil/water separator system with automated alarm device, hazardous waste storage facility with containment barrier, installation of vehicle drip pan underneath parked vehicles, etc.

- Is there current, ongoing remediation? Remediation is not currently ongoing on this property.

Resource: <http://ecotracker.waterboards.ca.gov>

✓ L.

COMMUNITY DISRUPTION AND ENVIRONMENTAL JUSTICE: Provide a socioeconomic profile of the affected community. Describe the impacts of the proposed project on the community. Identify any community resources that would be affected and the nature of the effect. Guam is a very diverse community comprising of mostly Chamorros, Filipinos with few pacific islanders, Southeast Asians, and stateside. Around the 1/2 mile radius are commercial establishments, tire stores, automotive repair shops, car dealership, restaurants, night clubs and few residential apartments.

This proposed project will not impact individuals or family's social standing and economic status. Different standard of treatment and opportunities based on socioeconomic status will not result because policies and decisions regarding this project are ethical and fair. Our target markets that are economically disadvantaged, elderly, and persons with disabilities including the riding public will greatly benefit. The buses will be properly maintained resulting in an efficient public transit operation.

- Will the project physically divide a community this project is located within the existing DPW compound in which activities are intended for M-2 zone. Physically dividing a community will not happen.
- Will the project affect community character (add a feature that would be obtrusive or not consistent with its surroundings)? The project site is within the M-2 zone in which most of the existing facilities are consisting of vehicle repair shops, automotive parts stores, warehouses of various purposes, construction company main offices, moving companies, transportation companies, etc.

Erecting this project within this area will not affect the community character. But, this facility will blend with the existing character of the community.

- Does the project have the potential to disrupt community activities or community uses (e.g. community centers, parks, churches, etc.) This project will not disrupt community activities or community uses. The project site is more than half a mile away from the John F. Kennedy Senior High School, Chief Bradie Memorial School, Saint John School/Church and the Chinese Park.
- Discuss if the project would or would not result in disproportionate high and adverse effects to environmental justice communities. Mention project benefits.

The existing establishments North side of Marine Corps Drive comprise mostly of commercial properties and a few apartment buildings. And, at the South side of Marine Corps Drive is mostly consisting of industrial establishments. The environmental justice communities (EJC) are not presently residing in this area. But, they conduct businesses. As a result, this project will not result in disproportionate high and adverse effects to the EJC.

The EJC will highly benefit with this project because EJC will be conducting business with GRTA by providing us spare parts for our buses, requiring some of our buses if GRTA maintenance shop needs specialty tools and equipment. Our future maintenance personnel will have a place to eat, entertain, sleep, etc.

- Resource: FTA Environmental Justice Circular
<http://www.fta.dot.gov/about/15446.html>

✓ M.

SECTION 4(f) USE: Indicate parks and recreational areas, historic resources and any other Section 4(f) resources on the site map. If the activities and purposes of these resources will be affected by the proposed project, state how. State if the project will result in a use (direct and/or constructive use) or temporary occupancy of a Section 4(f) resource. If the project results in a Section 4(f) use, would the impacts be considered *de minimis*?

Located at the Northern edge of 1/2 mile radius zone of the proposed project is a very small park overlooking Tumon Bay known as Chinese park. The purpose of this park is mainly to view Tumon Bay from a higher ground. Also, the Chinese Park is a quiet and meditative refuge located along the busy Marine Corps Drive and is a great location for a peaceful picnic or to capture the setting sun.

The park was established and donated by the Chinese community of Guam in 1985 and has a large Confucius monument, gazebos, and golden bull statues "running" through the grass.

- Will the project require right-of-way, any parks, recreation areas, historic resources or other Section 4(f) resources? The project will be within the confine of DPW compound there is an existing right-of-way. Construction equipment access to this facility is not an issue, since most of DPW heavy equipment are parked in the evening. The Chinese Park will not be affected since it's located at the edge of the 1/2 mile radius zone. With the current operation of DPW maintenance shop, the park is not affected.
- Will the project change access or require temporary closures or detours of any Section 4(f) resource. As mentioned above, there is an existing access to the project site. As a result, temporary closures or detours of any Section 4(f) resource will not occur.
- What is the distance of the closest park? It's approximately 1/8 of a mile from the project site in which temporary closure or detour will not happen.
- Mention any temporary use or temporary occupancy (including any temporary construction easements or construction staging areas) at any parks, recreation areas, historic resources, or other Section 4(f) resources. Temporary use or temporary occupancy is not needed at any parks, recreation areas historic resources or other Section 4(f) resources because the DPW compound has ample space to accommodate construction staging areas. And, it has existing easements to be used during the construction and during the full operation of the proposed maintenance facility.
- Mention consultation with agencies of jurisdiction (e.g. City Parks and Recreation departments, etc.). GRTA has not consulted with City Parks and Recreation Departments because these facilities will not be affected during the construction and during the operation of GRTA's proposed maintenance facility.

- Resource: FHWA Section 4(f) Policy Paper:
<http://www.environment.flwa.dot.gov/4f/4fpolicy.asp>

✓ N.

IMPACTS ON WETLANDS: Show potential wetlands on the site map. Describe the project's impact on on-site and adjacent wetlands.

- Are there wetlands within the project vicinity? *The project vicinity has no wetlands.*
- Will the project directly drain into a waterway supporting wetlands? *The project will not directly drain into a waterway supporting wetlands. The drainage of the entire DPW compound is connected to the main storm drain along Marine Corps Drive.*
- Will the project require alteration of surface water features, wetlands, navigable waterways, or waters of the U.S. (e.g. channels, stormdrains...)? *The DPW compound has its existing drainage system. With this proposed project, there will be no alterations to the existing topography for drainage purposes because the proposed project site was factored in to the original drainage system design of the entire DPW compound. With the proposed project, there will be no alterations of surface water features, wetlands, navigable waterways, or waters of the U.S. (e.g. channels, storm drains...).*
- Will the project require permits (e.g. Clean Water Act Section 404 permit)? *The final architectural and engineering design plans to be used to bid and erect this project would require local and federal building permit for the project to proceed.*

✓ O.

FLOODPLAIN IMPACTS: Is the proposed project located within the 100-year floodplain? If so, address possible flooding of the proposed project site and flooding induced by proposed project due to its taking of floodplain capacity. *This project is not within the 100-year floodplain.*

- Will the project introduce a large structure that will change floodplain elevations or floodways? *The proposed pre-fabricated trailer building will be 60' long x 100' wide x 30' high two-story maintenance building. The proposed project will be a 4 bay maintenance facility (back-to-back and side-to-side arrangement) and located at the second floor will be the maintenance offices, a part storage room, and toilet/shower facility for both men and women.*

The proposed project will not induce flooding because of its small area. Only rain water runoff will occur. The proposed site has an existing drainage system which will not take the floodplain capacity. Please see the attached floodplain map-Attachment Number 4.

- Resource: The FEMA Flood Map Service Center (MSC) is a public source for flood hazard information produced in support of the National Flood Insurance Program (NFIP). Use the MSC to find your official flood map, access a range of other flood hazard products: <http://nsc.fema.gov/portal>

✓ P.

IMPACTS ON WATER QUALITY, NAVIGABLE WATERWAYS, & COASTAL ZONES: Describe surface and ground water resources in the project vicinity and their approximate distance to the project. State if any Clean Water Act 303d Listed Impaired Water Bodies are in the project vicinity. Explain if the project would alter or create a new direct connection to a surface water body. If any of these are implicated, provide detailed analysis.

- Describe any surface water features. *Within the half a mile radius of the project, there is no existing body of water. The surface water will be coming mainly from the rain water that pours to the surface of the property.*
- Where will the water drain into? *A shallow open channel drain system currently exist within the DPW compound and the run off eventually end up to the main storm drainage system along Marine Drive fronting the DPW compound.*
- What is the distance of the closest surface water body? *The coastal surface water is more than 1/2 mile from the project site. Please see the attached map-Attachment Number 1 & 4. There is no other surface water body around the project location.*
- What is the distance to the coast? *Please see above.*
- Is the project located in a designated coastal zone? *The project location is not within the designated protected coastal zone.*
- Will the project affect Clean Water Act 303d listed impaired water bodies? *This project will not affect Clean Water Act 303d listed impaired water bodies.*

✓ Q.

IMPACTS ON ECOLOGICALLY-SENSITIVE AREAS AND ENDANGERED SPECIES:

Describe any natural areas (woodlands, prairies, wetlands, rivers, lakes, streams, designated wildlife or waterfowl refuges, and geological formations) on or near the proposed project area. If present, state the results of consultation with a federal or state resources agency on the impacts to these natural areas and on threatened and endangered fauna and flora that may be affected.

- Will the project require permits or consultation from U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Marine Fisheries Service, etc.? *This project is within a light industrial zone (M-2) which is called Harmon Industrial Park (HIP) or Harmon Air Force Base. Harmon Air Force Base is a former World War II United States Army Air Forces airfield, and postwar United States Air Force Base on Guam in the Mariana Islands. Harmon AFB was closed in 1949 due to budget constraints.*

Within the HIP confine, there are no rivers, streams, brooks, wetlands, ponds, lakes, etc. Thus, neither permits nor consultation from U.S. Army Corps of Engineers, etc. is required.

- Is the project near any designated biological or environmentally sensitive area (BSA, ESA), designated critical habitat, wildlife corridors, or essential fish habitat? *Please see the attached U.S. Fish and Wildlife Service Guam National Wildlife Refuge-Attachment Number 5.*
- Does the project require mature tree removal? *Trees of various species don't grow in this area. Most of the area was asphalt paved when it was still a runway of the air force base. Are there known threatened and endangered species occurrences in the area? Please see the attached U.S. Fish and Wildlife Service Guam National Wildlife Refuge-Attachment Number 5.*
- Does the site support sensitive habitat, including nesting or foraging areas? *Please see the attached U.S. Fish and Wildlife Service Guam National Wildlife Refuge-Attachment Number 5.*

✓ R.

IMPACTS ON SAFETY AND SECURITY: Describe the measures that would need to be taken to provide for the safe and secure operation of the project after its construction.

- Pedestrian Safety? ADA features? Lighting? *This project is located within the fully-fenced compound of the Department of Public Works. A security guard is permanent assigned at the guard house 24/7.*

Approximately 1/3 of a mile away from the proposed project site is the main entrance to the compound with 4 way traffic light at Marine Drive for a smooth egress and ingress of all DPW's school buses, trucks, heavy equipment and support vehicles.

The sidewalks along Marine Drive are concrete paved with accessible ramps to accommodate ADA's. Lights are located around the 4-way traffic light and every 1/4 of mile, street lights are attached to the power poles.

- Discuss safety impacts related to any railroad at-grade crossings in close proximity. *Guam does not have a railroad system.*

✓ S.

IMPACTS CAUSED BY CONSTRUCTION: Describe the construction plan and identify impacts due to construction noise, utility disruption, debris and spoil disposal, air and water quality, safety and security, and disruptions of traffic and access to property.

Prior to the start of construction, all heavy equipment and light trucks will be properly disposed of. In addition, any required environmental assessment will be conducted to find out the extent of any soil contamination present due to oil drips/coolant from the stored heavy and light equipment within the confine of the subject property prior to grading, excavation, and backfilling. If hazardous wastes are found, proper removal and disposal should be conducted. The grant environmental assessment budget will be used for the assessment and clean up if hazardous soil contamination is present.

Impact of Construction Noise:

The existing ground contour is entirely flat. As a result, heavy grading/backfilling of the existing ground will be at a minimum. In addition, GRTA plans to erect a two story pre-

fabricated butler building. This building is light enough that minimal foundation excavations will occur. The use of crane will be only during the frame work erection. Therefore, the use of heavy equipment during the construction phase will be at a very minimum and the heavy equipment to be used will be small enough not to generate so much noise during construction.

Utility Disruption:

DPW Compound has an underground utility system for power, water and sewer system in which GRTA can easily tap into resulting in no disruption of power and water to the commercial properties around the project site. Another option for GRTA is to tap into the utility system running along the road adjacent to the subject lot. Connection of the underground water and sewerage system will take only a day or two to complete which will not result in major disruption. The traffic lane will be adjusted during the connection process in which there will be no disruption of traffic flow.

Debris and Spoil Disposal:

A 30or 40 yard dumpster will be used to collect and dispose construction debris. Disposing spoil such as excavated earth or gravel must be tested for hazardous content prior to disposal. Should it tested positive for hazardous chemicals, the spoil should be properly disposed in accordance with Guam Environmental Protection Agency requirements

Air and Water Quality:

Should construction grading and excavation generate dusts that are not within the allowable limit, water should be sprayed to minimize dust generation. Water contamination during construction will not happen since there are no adjacent rivers, or streams at the project site.

Safety and Security:

During the construction phase of the project, the winning contractor shall comply with all the local and federal safety requirements.

The proposed project is within the fully fenced DPW compound. At ingress and egress is a security outpost to check the entry or exit of all vehicles or individuals. The entire compound is monitored by CCTV 24/7.

Disruptions of Traffic and Access to Property:

As mentioned before, minimal disruptions of traffic will occur. It will happen only during the connection of water and sewerage lines to the main line. DPW compound has its own AC paved road system that leads to this project site.

In addition, the construction site will be fully fenced in accordance with the applicable building code to limit the entry and exit of construction equipment as well as contractor workers and architects/engineers.

- Include temporary parking locations DPW is relatively large for it to accommodate construction worker vehicle parking needs.
- Mention construction staging areas. Should a construction staging areas will be needed as temporary storage areas for construction materials, a large open space in the compound is available for this usage.
- Traffic management plan? DPW has AC paved road system that leads to the project site. During the water and sewerage connection process, the road lanes will be temporarily adjusted.

✓ T.

SUPPORTING TECHNICAL STUDIES OR MEMORANDA: List any technical studies or memoranda prepared for the project.

- This may include documentation demonstrating compliance with environmental requirements other than NEPA, such as Section 4(f), Section 106 of the National Historic Preservation Act ("Section 106"), or Section 7 of the Endangered Species Act. Please refer to the attachments to demonstrate compliance with environmental requirements other than NEPA.
- For projects in California, also list the environmental document prepared pursuant to the California Environmental Quality Act (CEQA). Attach the CEQA document.

- Not applicable to Guam.*
- 89 ☒ U. **PUBLIC OUTREACH AND AGENCY COORDINATION:** Describe any federal/ state agency coordination, public outreach efforts, public meetings, or public hearing held or public notices posted for the project. Discuss if project information is posted on a project website.
- GRTA is currently in the process of legislatively transferring the subject property to GRTA. Should this process is finalized, GRTA will coordinate with federal/state agencies, do public outreach, meeting, or public hearing or posting of a project information on GRTA website.*

The action described above meets the criteria for a NEPA categorical exclusion (CE) in accordance with 23 CFR Part 771.118 (INSERT CE CATEGORY).

Applicant's Environmental Reviewer

Date

REFERENCE

The list of CEs in 23 CFR 771.118 focuses on actions most applicable to FTA. It is FTA's responsibility to determine whether the action described by the grant applicant ("applicant") falls within the CE category (i.e., the action meets all conditions listed in the CE), whether the action is inappropriately segmented from a larger project, and whether there are unusual circumstances that would make a CE determination inappropriate).

Grant applicants should include sufficient information for FTA to make a CE determination. A description of the project in the grant application, as well as any maps or figures typically included with the application or as requested by the FTA Regional Office, should be submitted to FTA to determine whether the CE applies. Section 771.118(d) which is an open-ended categorical exclusion authority, lists example actions and requires documentation to verify the application of a CE is appropriate (i.e., the action meets the criteria established in § 771.118(a) and (b)).

Documentation demonstrating compliance with environmental requirements other than NEPA, such as Section 106 of the National Historic Preservation Act ("Section 106"), or Section 7 of the Endangered Species Act, may be necessary for the processing of the grant. Other applicable environmental requirements must be met regardless of the applicability of the CE under NEPA, but compliance with other environmental requirements does not elevate an action that otherwise is categorically excluded under section 771.118(c) to section 771.118(d).

Pursuant to 40 C.F.R. § 1506.5, applicants or applicants' contractors may prepare NEPA documents for submittal to federal agencies. However, the applicant is responsible for submitting accurate and complete documentation to FTA. The applicant should prepare a separate transmittal letter or statement to accompany the CE verifying that they have reviewed the information contained in the document when they transmit it to FTA. The transmittal should include the following statement:

"In submitting the (project name), categorical exclusion (CE) to the FTA, the applicant (insert name/agency info), affirms that it has reviewed and supports the information presented documenting the proposed action as meeting the criteria for a CE in accordance with 23 CFR Part 771.118(d)(# - insert appropriate number here). Following independent review and verification by FTA, applicant (insert DOT name/initials) requests that it be notified of the acceptability of its submission."

FTA Planning and Environment Resources: http://www.fta.dot.gov/12347_15129.html

23 C.F.R Part 771.118 FTA Categorical Exclusions [as amended, January 29, 2016]

(a) Categorical exclusions (CEs) are actions which meet the definition contained in 40 CFR 1508.4, and, based on past experience with similar actions, do not involve significant environmental impacts. They are actions which: do not induce significant impacts to planned growth or land use for the area; do not require the relocation of significant numbers of people; do not have a significant impact on any natural, cultural, recreational, historic or other resource; do not involve significant air, noise, or water quality impacts; do not have significant impacts on travel patterns; or do not otherwise, either individually or cumulatively, have any significant environmental impacts.

(b) Any action which normally would be classified as a CE but could involve unusual circumstances will require FTA, in cooperation with the applicant, to conduct appropriate environmental studies to determine if the CE classification is proper. Such unusual circumstances include:

- (1) Significant environmental impacts;
- (2) Substantial controversy on environmental grounds;
- (3) Significant impact on properties protected by Section 4(f) of the DOT Act or Section 106 of the National Historic Preservation Act; or
- (4) Inconsistencies with any Federal, State, or local law, requirement or administrative determination relating to the environmental aspects of the action.

(c) Actions that FTA determines fall within the following categories of FTA CE's and that meet the criteria for CE's in the CEQ regulation (40 CFR 1508.4) and paragraph (a) of this section normally do not require any further NEPA approvals by FTA.

- (1) Acquisition, installation, operation, evaluation, replacement, and improvement of discrete utilities and similar appurtenances (existing and new) within or adjacent to existing transportation right-of-way, such as: utility poles, underground wiring, cables, and information systems; and power substations and utility transfer stations.
- (2) Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.
- (3) Activities designed to mitigate environmental harm that cause no harm themselves or to maintain and enhance environmental quality and site aesthetics, and employ construction best management practices, such as: noise mitigation activities; rehabilitation of public transportation buildings, structures, or facilities; retrofitting for energy or other resource conservation; and landscaping or re-vegetation.
- (4) Planning and administrative activities which do not involve or lead directly to construction, such as: training; technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.
- (5) Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components, installation and improvement of safety and communications equipment, including hazard elimination and mitigation, installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.
- (6) Acquisition or transfer of an interest in real property that is not within or adjacent to recognized environmentally sensitive areas (e.g., wetlands, non-urban parks, wildlife management areas) and does not result in a substantial change in the functional use of the property or in substantial displacements, such as: acquisition for scenic easements or historic sites for the purpose of preserving the site. This CE extends only to acquisitions and transfers that will not limit the evaluation of alternatives for future FTA-assisted projects that make use of the acquired or transferred property.
- (7) Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.
- (8) Maintenance, rehabilitation and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls, and improvements to tracks and railbeds.
- (9) Assembly or construction of facilities that is consistent with existing land use and zoning requirements (including floodplain regulations) and uses primarily land disturbed for transportation use, such as: buildings and associated structures, bus transfer stations or intermodal centers; busways and streetcar lines or other transit investments within areas of the right-of-way occupied by the physical footprint of the existing facility or otherwise maintained or used for transportation operations; and parking facilities.
- (10) Development of facilities for transit and non-transit purposes, located on, above, or adjacent to existing transit facilities, that are not part of a larger transportation project and do not substantially enlarge such facilities, such as: police facilities, daycare facilities, public service facilities, amenities, and commercial, retail, and residential development.

(11) The following actions for transportation facilities damaged by an incident resulting in an emergency declared by the Governor of the State and concurred in by the Secretary, or a disaster or emergency declared by the President pursuant to the Robert T. Stafford Act (42 U.S.C. 5121):

(i) Emergency repairs under 49 U.S.C. 5324, and

(ii) The repair, reconstruction, restoration, retrofitting, or replacement of any road, highway, bridge, tunnel, or transit facility (such as a ferry dock or bus transfer station), including ancillary transportation facilities (such as pedestrian/bicycle paths and bike lanes), that is in operation or under construction when damaged and the action:

(A) Occurs within the existing right-of-way and in a manner that substantially conforms to the preexisting design, function, and location as the original (which may include upgrades to meet existing codes and standards as well as upgrades warranted to address conditions that have changed since the original construction), and

(B) Is commenced within a 2-year period beginning on the date of the declaration.

(12) Projects, as defined in 23 U.S.C.101 that would take place entirely within the existing operational right-of-way. Existing operational right-of-way refers to right-of-way that has been disturbed for an existing transportation facility or is maintained for a transportation purpose. This area includes the features associated with the physical footprint of the transportation facility (including the roadway, bridges, interchanges, culverts, drainage, fixed guideways, mitigation areas, etc.) and other areas maintained for transportation purposes such as clear zone, traffic control signage, landscaping, any rest areas with direct access to a controlled access highway, areas maintained for safety and security of a transportation facility, parking facilities with direct access to an existing transportation facility, transit power substations, transit vending structures, and transit maintenance facilities. Portions of the right-of-way that have not been disturbed or that are not maintained for transportation purposes are not in the existing operational right-of-way.

(13) Federally funded projects:

(i) that receive less than \$5,179,656.40 of Federal funds; or

(ii) with a total estimated cost of not more than \$31,077,938.40 and Federal funds comprising less than 15 percent of the total estimated project cost

Based on the attached formula and as required by Section 1314 of the FAST Act, the following adjustments are made for Categorical Exclusions for Projects of Federal Assistance:

1. The \$5,000,000 monetary limit is adjusted to \$5,179,656.40

2. The \$30,000,000 monetary limit is adjusted to \$31,077,938.40

Effective January 29, 2016, these adjusted figures must be used when applying the limited Federal assistance categorical exclusion to projects. This change also affects Title 23 of the Code of Federal Regulations (CFR), subsections 771.117(c)(2)(3) and 771.118(c)(1)(3), which will be amended as soon as practicable.

(14) Bridge removal and bridge removal related activities, such as in channel work, disposal of materials and debris in accordance with applicable regulations, and transportation facility realignment.

(15) Preventative maintenance, including safety treatments, to culverts and channels within and adjacent to transportation right-of-way to prevent damage to the transportation facility and adjoining property, plus any necessary channel work, such as restoring, replacing, reconstructing, and rehabilitating culverts and drainage pipes; and, expanding existing culverts and drainage pipes.

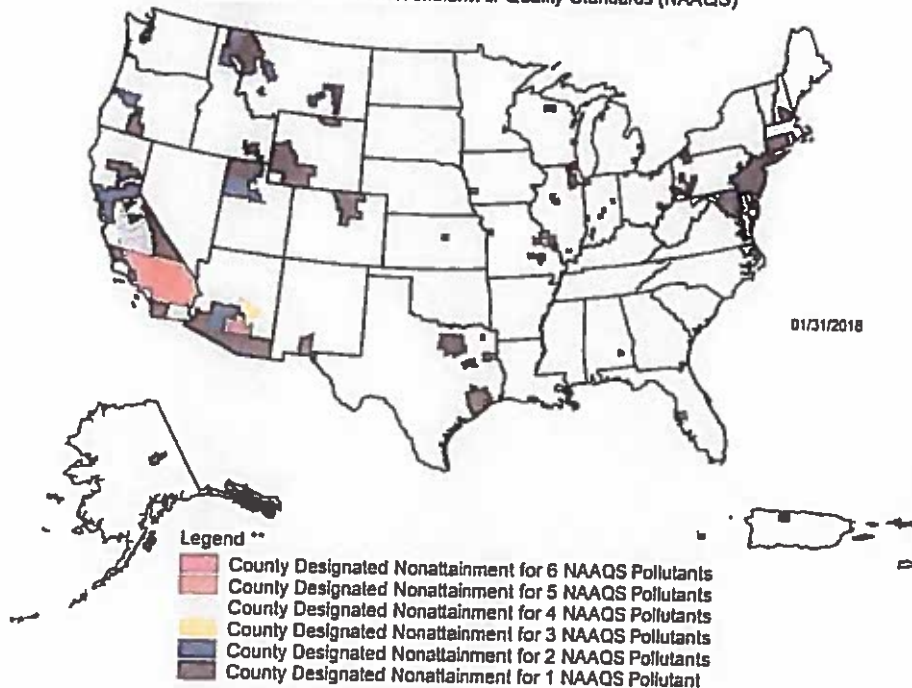
(16) Localized geotechnical and other investigations to provide information for preliminary design and for environmental analyses and permitting purposes, such as drilling test bores for soil sampling; archeological investigations for archeology resources assessment or similar survey; and wetland surveys.

(d) Additional actions which meet the criteria for a CE in the CEQ regulations (40 CFR 1508.4) and paragraph (a) of this section may be designated as CEs only after FTA approval. The applicant shall submit documentation which demonstrates that the specific conditions or criteria for these CEs are satisfied and that significant environmental effects will not result. Examples of such actions include but are not limited to:

- (1) Modernization of a highway by resurfacing, restoring, rehabilitating, or reconstructing shoulders or auxiliary lanes (e.g., lanes for parking, weaving, turning, climbing).
- (2) Bridge replacement or the construction of grade separation to replace existing at-grade railroad crossings.
- (3) Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or a limited number of parcels. These types of land acquisition qualify for a CE only where the acquisition will not limit the evaluation of alternatives, including shifts in alignment for planned construction projects, which may be required in the NEPA process. No project development on such land may proceed until the NEPA process has been completed.
 - (i) Hardship acquisition is early acquisition of property by the applicant at the property owner's request to alleviate particular hardship to the owner, in contrast to others, because of an inability to sell his property. This is justified when the property owner can document on the basis of health, safety or financial reasons that remaining in the property poses an undue hardship compared to others.
 - (ii) Protective acquisition is done to prevent imminent development of a parcel which may be needed for a proposed transportation corridor or site. Documentation must clearly demonstrate that development of the land would preclude future transportation use and that such development is imminent. Advance acquisition is not permitted for the sole purpose of reducing the cost of property for a proposed project.
- (4) Acquisition of right-of-way. No project development on the acquired right-of-way may proceed until the NEPA process for such project development, including the consideration of alternatives, has been completed.
- (5) (RESERVED for a future d list example)
- (6) Facility modernization through construction or replacement of existing components.
- (7) Minor transportation facility realignment for rail safety reasons, such as improving vertical and horizontal alignment of railroad crossings, and improving sight distance at railroad crossings.
- (8) Modernization or minor expansions of transit structures and facilities outside existing right-of-way, such as bridges, stations, or rail yards.



Counties Designated "Nonattainment" for Clean Air Act's National Ambient Air Quality Standards (NAAQS) *



Guam - Piti and Tanguisson Counties are designated nonattainment for the SO₂ NAAQS

* The National Ambient Air Quality Standards (NAAQS) are health standards for Carbon Monoxide, Lead (1978 and 2008), Nitrogen Dioxide, 8-hour Ozone (2008), Particulate Matter (PM-10 and PM-2.5 (1997, 2006 and 2012), and Sulfur Dioxide (1971 and 2010)

** Included in the counts are counties designated for NAAQS and revised NAAQS pollutants. Revoked 1-hour (1979) and 8-hour Ozone (1997) are excluded. Partial counties, those with part of the county designated nonattainment and part attainment, are shown as full counties on the map.



Guam Historic Resources Division
State Historic Preservation Office
Department of Parks and Recreation



Home About Us Contact Us State Review Board Historic Sites Gallery Register Listing Laws, Regulations and Guidelines Downloads Links Department of Parks and Recreation Acknowledgement and Disclaimer Archive	Register Listing - By Village						
	Register Listing				October 2, 2015		
	Village	Historic Property	GC	Quad	Site No	Guam Register	National Register
	Agana	Agana Cliffline Fortification	66	01	1212	June 18, 1928	March 4, 1991
	Agana	Agana Historic District	66	01	1145	February 8, 1985	February 8, 1985
	Agana	Agana Japanese Fortifications	66	01	1082	August 21, 1979	March 4, 1991
	Agana	Agana Piñbox	66	01	1211	June 16, 1983	March 4, 1991
	Agana	Agana Spanish Bridge	66	01	1069	December 3, 1974	September 6, 1974
	Agana	Agana Spanish Dikes	66	01	1006	September 4, 1974	November 19, 1974
	Agana	Cormoran Monument	66	01	1039	July 14, 1974	
	Agana	Duice Nombre de Maria Agana Cathedral Basilica	66	01	1104	August 6, 1936	
	Agana	Garrido House	66	01	1135	April 2, 1934	
	Agana	Guam Congress Building	66	01	1102	August 8, 2001	February 1, 2007
	Agana	Guam Institute, Jose P. Lujan House	66	01	1115	May 4, 1977	October 8, 1977
	Agana	Japanese Caves	66	01	1052	August 21, 1975	
	Agana	Marine Drive Monument	66	01	1972	September 27, 2004	
	Agana	Mesa House	66	01	1141	April 2, 1984	February 8, 1985
	Agana	Plaza de Espana	66	01	1070	January 21, 1975	May 1, 1974
	Agana	Shimizu House	66	01	1033	April 2, 1934	
	Agana	Toves House	66	01	1134	April 2, 1984	February 8, 1985
	Agana	Ungacta House	66	01	1132	April 2, 1984	February 8, 1985
	Agana	U.S. Naval Cemetery Fortification	66	01	1185	June 16, 1983	March 14, 1991
	Agana Heights	Fort Santa Agueda	66	01	1068	January 21, 1975	August 30, 1974

<http://historicguam.org/register.htm>

1/7

19/02/2018

Guam Historic Resources Division, SHPO – Dept. of Parks and Recreation

Agat	Agat Invasion Beach	66	02	1054	October 15, 1974	March 4, 1975
Agat	Fena Massacre Site	66	02	1313	July 22, 1993	
Agat	Hill 40	66	02	1048	October 15, 1974	March 4, 1975
Agat	Mt. Alifan Battle Site	66	02	1049	February 20, 1975	
Agat	Teleyag Spanish Bridge	66	02	1072	December 3, 1974	October 10, 1974
Agat	Teleyag Spanish Bridge	66	02	1071	December 3, 1974	September 10, 1974
Agat	Umang Dam	66	02	1858	November 14, 2008	February 6, 2009
Asan	Asan Ridge Battle Area	66	01	1056	April 17, 1975	July 18, 1975
Asan	Asan Invasion Beach	66	01	1055	February 20, 1975	February 14, 1979
Asan	Fonte Poreau, Nimitz Hill	66	01	1057	June 5, 1975	
Asan	Fonte River Dam	66	01	2055		February 25, 2014
Asan	Last Japanese High Command Post	66	01	1063	June 5, 1975	
Asan	Matigao River Valley Battle Area	66	01	1050	October 15, 1974	April 3, 1975
Asan	Memorial Beach Park	66	01	1091	January 21, 1976	August 7, 1974
Asan	War Crimes Trial Site, Nimitz Hill	66	01	1034	August 21, 1979	
Darigada	Gutman Water Catchment	66	04	1149	May 6, 1994	November 14, 1994
Darigada	Canada Water Wells	66	01	2263		September 26, 2003
Chalan Pago	Pago Pabox I	66	01	1217	June 10, 1938	March 14, 1991
Chalan Pago	Pago Pabox II	66	03	1216	June 16, 1939	March 14, 1991
Dededo	Falcona Beach Site	66	03	0009	July 3, 1974	
Dededo	Hapulo Beach Site	66	03	0007	June 5, 1974	
Dededo	Hill 51	66	03	0005	July 24, 1974	
Dededo	Hill 52	66	03	0012	August 14, 1974	
Dededo	South Finegayan La'le Stone Park	66	03	0141	July 24, 1974	September 5, 1975
Dededo	Unuro Site	66	03	0010	July 24, 1974	December 27, 1974
Dededo	Unuro Beach Site	66	03	0011	June 5, 1974	December 27, 1974
Inarajan	Aga Tongan Archaeological Site	66	05	1906		September 26, 2003

<http://historicguam.org/register.htm>

2/1

19/02/2018

Guam Historic Resources Division, SHPO - Dept. of Parks and Recreation

Inarajan	Asaga Beach	66	09	0110	August 14, 1974	
Inarajan	Astasia Point	66	05	0112	September 21, 1977	November 7, 1978
Inarajan	Godao's Cava	66	05	0112	September 4, 1974	November 19, 1974
Inarajan	Haloha Point	68	09	0093	August 14, 1974	
Inarajan	Inarajan Baptist Church	66	05	1034	December 3, 1974	
Inarajan	Inarajan Falls Site	66	05	0105	July 24, 1974	
Inarajan	Inarajan Fortification	66	05	1107	June 16, 1958	March 14, 1951
Inarajan	Inarajan Fudge	66	05	6075	August 14, 1974	December 4, 1974
Inarajan	Inarajan Village Architectural Historical District	66	05	132J	March 21, 1977	November 7, 1977
Inarajan	Maalos Site	66	09	0091	October 5, 1977	April 6, 1980
Inarajan	Namna Bay	66	05	0002	July 3, 1974	December 27, 1974
Inarajan	North Inarajan Site	66	05	0107	November 12, 1974	February 21, 1975
Inarajan	Paulino Outdoor Oven	66	05	2274		December 2, 2010
Inarajan	St. Joseph's Catholic Church	66	05	1021	November 12, 1974	
Inarajan	Talofalo River Valley	66	09	0077	July 24, 1973	December 27, 1973
Inarajan	West Alala	66	08	0109	August 14, 1974	December 4, 1974
Mangilao	Mocham/ Nizichan	66	04	0025	June 5, 1974	December 4, 1974
Mangilao	South Mocham	66	02	0034	July 3, 1974	
Mangilao	Tsogam Complex	66	01	0148	May 9, 1973	April 15, 1980
Merizo	Ma'essa Japanese Rice Mill	66	06	2329		November 28, 2012
Merizo	Merizo Bell Tower / Old Spanish Bell Tower	66	06	1013	February 20, 1975	May 28, 1975
Merizo	Merizo Corbanta	66	06	1027	February 20, 1975	September 17, 1974
Merizo	Merizo Paboa	66	06	1188	June 16, 1956	March 14, 1951
Merizo	Merlyn G. Cook School	66	06	1123	February 21, 1978	November 29, 1979
Merizo	Tinta Massacre Site	66	06	1223	June 18, 1931	November 26, 1931
Merizo	Faha Massacre Site	66	06	1077	June 18, 1931	August 27, 1931
Piti	Atlantano Shrine	66	03	1012	June 5, 1975	November 21, 1995
Piti	Katsugawa Maru	66	03	1154	October 28, 1965	

<http://historicguam.org/register.htm>

3/7

19/02/2018

Guam Historic Resources Division, SHPO – Dept. of Parks and Recreation

Piti	Mabini Prisoner of War Camp	66	03	1040	July 12, 1979	
Piti	Mt. Tenjo Fortifications	66	03	1036	September 21, 1977	March 13, 1979
Piti	Piti Coastal Defense Guns	66	03	1046	April 17, 1975	June 18, 1975
Piti	Guam Outdoor Oven	66	03	2278		December 3, 2010
Santa Rita	Bona Site	66	02	0145	October 5, 1977	March 26, 1979
Santa Rita	Cable Station		03	1043	October 15, 1974	September 6, 1979
Santa Rita	Japanese Midget Attack Submarine	66	03	1038	September 21, 1977	February 3, 2000
Santa Rita	Ordo Air Field	66	03	1055	February 20, 1975	June 18, 1975
Santa Rita	Ordo Historic Complex	66	03	1009	October 23, 1979	October 23, 1979
Santa Rita	Ordo Point Complex	66	03	1009	October 5, 1977	October 23, 1979
Santa Rita	For American Hotel	66	03	1042	October 15, 1974	
Santa Rita	S.M.S. Cormoran	66	03	1037	July 24, 1974	April 4, 1975
Santa Rita	Sunday Cemetery	66	03	1041	September 4, 1974	October 8, 1993
Santa Rita	Talisay Site	66	02	2366		November 5, 2014
Santa Rita	Tokel Maru	66	03	1033	July 14, 1988	July 14, 1993
Santa Rita	West Bona Site	66	02	1045	March 25, 1979	March 26, 1979
Sinajana	Wen Pal Outdoor Oven	66	01	2275		December 3, 2010
Talofalo	Avetama Maru	66	03	1156	June 2, 1988	June 2, 1988
Talofalo	Talofalo Bay Fortification	66	03	1109	June 16, 1983	March 14, 1991
Talofalo	Asquiroga Cave	66	03	0069	June 5, 1975	May 6, 1976
Talofalo	Mahila Photograph Cave	66	02	1985		November 12, 2014
Talofalo	Mona Pillbox	66	09	1213	June 16, 1983	March 14, 1991
Talofalo	Mata's Point Pillbox	66	09	1189	March 14, 1991	June 16, 1983
Talofalo	South Talofalo Site	66	03	0068	November 12, 1974	February 24, 1975
Talofalo	Talofalo Pillbox	66	03	1190	June 16, 1983	March 14, 1991
Talofalo	Talofalo Site	66	09	0053	July 3, 1974	
Talofalo	Togcha Pillbox II	66	09	1215	June 16, 1983	March 4, 1991
Talofalo	Yoko's Cave	66	09	1047	October 5, 1977	January 16, 1990
Tamuning	Oka Fortification	66	01	1186	June 16, 1983	March 14, 1991
Tumon	As Sombbrero Pillbox I	66	01	1202	June 16, 1983	March 4, 1991
Tumon	As Sombbrero Pillbox II	66	01	1203	June 16, 1983	March 4, 1991

<http://historiogum.org/register.htm>

47

19/02/2018

Guam Historic Resources Division, SHPO – Dept. of Parks and Recreation

Tumon	As Sombrero Pillbox III	66	01	1204	June 16, 1985	March 4, 1991
Tumon	Dungca's Beach Defensa Gun	66	01	1105	October 2, 1975	December 22 1976
Tumon	Fafa Beach	66	04	0002	September 24, 1974	November 19, 1974
Tumon	Gangra Beach Gun Emplacement	66	04	1195	June 16, 1983	March 14, 1991
Tumon	Gangra Beach Gun Mount	66	04	1193	June 16, 1983	March 4, 1991
Tumon	Naton Headland Caves	66	04	1176	June 16, 1983	March 14, 1991
Tumon	Naton Headland Fortification I	66	04	1177	June 16, 1983	March 4, 1991
Tumon	Naton Headland Fortification II	66	04	1178	June 16, 1983	March 4, 1991
Tumon	San Vitores Beach Fortification	66	04	1200	June 16, 1983	March 4, 1991
Tumon	San Vitores Martyrdom Site	66	04	1097	August 14, 1974	October 31, 1975
Tumon	Tumon Cliffline Fortification I	66	04	1184	June 16, 1983	March 14, 1991
Tumon	Tumon Cliffline Fortification II	66	04	1183	June 16, 1983	March 4, 1991
Tumon	Tumon Cliffline Fortification III	66	04	1220	June 16, 1983	March 4, 1991
Tumon	Tumon Fortification	66	04	1208	June 16, 1983	March 4, 1991
Tumon	Tumon Pillbox III	66	01	1207	June 16, 1983	March 14, 1991
Tumon	Tumon Pillbox I	66	04	1201	June 16, 1983	March 4, 1991
Tumon	Tumon Pillbox II	66	04	1206	June 16, 1983	March 4, 1991
Tumon	Ypao Beach Archaeological Site	66	04	0156	April 2, 1974	May 24, 1984
Tumon	Ypao Pillbox I	66	01	1205	June 16, 1983	March 14, 1991
Tumon	Ypao Pillbox II	66	01	1209	June 16, 1983	March 14, 1991
Tumon	Ypao Pillbox III	66	01	1210	June 16, 1983	March 14, 1991
Umatac	Abong Beach	66	02	0126	August 14, 1974	
Umatac	Achugoa Bay	66	02	0123	April 17, 1975	August 19, 1975
Umatac	Agaga Beach	66	02	0124	April 17, 1975	June 11, 1975
Umatac	Celli Bay	66	02	0127	September 24, 1974	November 21, 1974
Umatac	Creta Site	66	06	0140	August 3, 1977	November 7, 1978
Umatac	Fort Nuestra Señora de la Soledad	66	02	1073	January 21, 1973	October 18, 1974
Umatac	Fort San Jose	66	02	1001	July 24, 1974	May 1, 1974
Umatac	Fort Santa Angel	66	02	1074	May 8, 1975	August 30, 1974

<http://historiogum.org/register.htm>

57

19/02/2018

Guam Historic Resources Division, SHPO – Dept. of Parks and Recreation

Umatac	Fouha Bay	66	02	0128	September 24, 1974	November 21, 1974
Umatac	F. Q. Sanchez Elementary School	66	02	1661	April 30, 1998	June 12, 1998
Umatac	Machadogan Point	66	06	0130	September 21, 1977	November 7, 1978
Umatac	Magellan Monument	66	02	1011	June 5, 1975	
Umatac	North Celli Bay	66	02	0134	June 5, 1975	
Umatac	San Dionicio Catholic Church	66	02	1023	November 12, 1974	
Umatac	San Dionicio Church Ruins	66	02	1024	November 12, 1974	August 30, 1974
Umatac	Sella Bay Spanish Bridge	66	02	1002	July 24, 1974	
Umatac	Sella Bay Spanish Oven	66	02	1005	September 24, 1974	November 8, 1974
Umatac	Sella Bay	66	02	0125	September 24, 1974	November 8, 1974
Umatac	Toguan Bay	66	06	0131	May 8, 1975	
Umatac	Umatac Ridge	66	02	0133	June 5, 1975	
Umatac	Umatac Pili box	66	02	1187	June 15, 1983	March 4, 1991
Umatac	Umatac Outdoor Library	66	02	1002	September 14, 1977	November 12, 1992
Yigo	Anoa Site	66	07	0018	May 4, 1977	May 11, 1977
Yigo	Cruz Water Catchment	66	08	1147	May 6, 1994	November 14, 1994
Yigo	Honum	66	07	0019	August 3, 1977	November 7, 1978
Yigo	Inapsan	66	08	0014	July 3, 1974	December 27, 1974
Yigo	Inapsan Oven	66	08	1192	December 27, 1974	May 4, 1989
Yigo	Lujuna	66	04	0020	June 5, 1974	
Yigo	Matagosa Hill Command Post	66	08	1052	April 17, 1975	June 10, 1975
Yigo	Pagol	66	04	0022	June 5, 1974	March 13, 1974
Yigo	Pajon Point	66	08	0013	July 3, 1974	
Yigo	Pall Point	66	07	0016	July 24, 1974	
Yigo	Talagi Pictograph Cave	66	03	1665		March 24, 2004
Yigo	Tarague Beach District	66	07	0015	August 14, 1985	
Yigo	Toro Water Catchment	66	08	1125	September 20, 1990	November 14, 1994
Yona	Baco Outdoor Oven	66	09	2271		December 3, 2010
Yona	Light Model Tank No. 95	66	09	1118	August 21, 1979	December 19, 1979
Yona	South Pulantat	66	09	0155	August 3, 1977	March 26, 1979

<http://historicguam.org/register.htm>

6/7

19/02/2018

Guam Historic Resources Division, SHPO – Dept. of Parks and Recreation

Yona	Ylig River	66	09	0139	August 14, 1974	
Yona	Ylig River Fortification I	66	09	1274	June 16, 1988	March 14, 1991
Yona	Ylig River Fortification II	66	09	1174	June 16, 1988	March 14, 1991

[back to top](#) 



Acknowledgement of Support, Disclaimer, and Nondiscrimination Statement

The activity that is the subject of this website has been financed entirely with Federal funds from the National Park Service, U. S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior. The Guam Historic Preservation Program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, sexual orientation, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C. Street, N.W., Washington, D.C. 20240

© Copyright Guam Historic Resources Division



[Website Terms of Use](#) | [Website Managed by GuamWFOZ](#)

Website Visitor Counter (started in March 2013): **23012**

<http://historicguam.org/register.htm>

7/7



FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

Enter an address, place, or coordinates:

542 North Marine Drive, Tamuning, Guam 96913

Search

Whether you are in a high risk zone or not, you may need flood insurance (<https://www.fema.gov/national-flood-insurance-program>) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about [steps you can take \(https://www.fema.gov/what.mitigation\)](https://www.fema.gov/what.mitigation) to reduce the risk flood damage

MSC Home
(//msc.fema.gov/portal/)

MSC Search by Address
(//msc.fema.gov/portal/search)

MSC Search All Products
(//msc.fema.gov/portal/advanceSearch)

MSC Products and Tools
(//msc.fema.gov/portal/resources/productAndTools)

Hazus
(//msc.fema.gov/portal/resources/hazus)

LDMC Batch Files
(//msc.fema.gov/portal/resources/lcmc)

Product Availability
(//msc.fema.gov/portal/productAvailability)

MSC Frequently Asked
Questions (FAQs)
(//msc.fema.gov/portal/resources/faq)

MSC Email Subscriptions
(//msc.fema.gov/portal/subscriptionHome)

Contact MSC Help
(//msc.fema.gov/portal/resources/contact)

Search Results—Products for GUAM, TERRITORY OF

Show ALL Products » (<https://msc.fema.gov/portal/availabilitySearch?addcommunity=660001&communityName=GUAM>)

The flood map for the selected area is number **6600010084D**, effective on **09/28/2007**

DYNAMIC MAP



MAP IMAGE



[https://msc.fema.gov/portal/downloadProduct?](https://msc.fema.gov/portal/downloadProduct?filePath=/66/P/Firm/6600010084D.png&productTypeID=FINAL_PRODUCT&productSubTypeID=FIRM_PANEL)

Changes to this FIRM

Revisions (0)
Amendments (0)
Revalidations (0)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. NOTE: Please be sure to enable popups for this site.



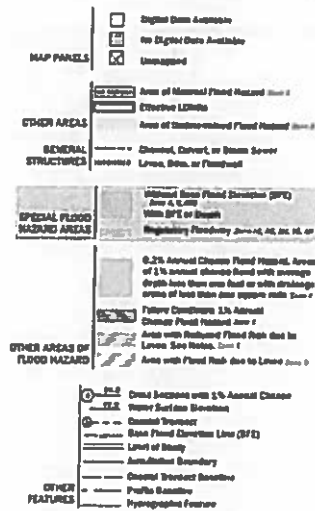
Project
Site

<https://msc.fema.gov/portal/search?AddressQuery=542%20N.%20Marine%20Drive%2C%20Tamuning%2C%20Guam%2096913#searchresultsanchor> 1/2

Project Name: New Building for Regional Transit Authority
Request for Proposal
Project No.: 680-5-1001-F-TAM

14/03/2018

FEMA Flood Map Service Center | Search By Address



Share This Page.

[Home](http://www.fema.gov/) (<http://www.fema.gov/>) [Download Plug-Ins](http://www.fema.gov/download-plugin) (<http://www.fema.gov/download-plugin>) [About Us](http://www.fema.gov/about-agency) (<http://www.fema.gov/about-agency>) [Privacy Policy](http://www.fema.gov/privacy-policy) (<http://www.fema.gov/privacy-policy>) [FOIA](http://www.fema.gov/foia) (<http://www.fema.gov/foia>) [Office of the Inspector General](http://www.oig.dhs.gov/) (<http://www.oig.dhs.gov/>) [Strategic Plan](http://www.fema.gov/fema-strategic-plan) (<http://www.fema.gov/fema-strategic-plan>) [Whitehouse.gov](http://www.whitehouse.gov/) (<http://www.whitehouse.gov/>) [DHS.gov](http://www.dhs.gov/) (<http://www.dhs.gov/>) [Ready.gov](http://www.ready.gov/) (<http://www.ready.gov/>) [USA.gov](http://www.usa.gov/) (<http://www.usa.gov/>) [DisasterAssistance.gov](http://www.disasterassistance.gov/) (<http://www.disasterassistance.gov/>)

OIG HOTLINE

Report Fraud <https://www.oig.dhs.gov/hotline>

Waste & Abuse

Official website of the Department of Homeland Security

https://msc.fema.gov/portal/search?AddressQuery=542%20N.%20Marine%20Drive%2C%20Tamuning%2C%20Guam%2096913#searchresultsanchor 2/2



FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

MSC Home
(/msc.fema.gov/portal/)

MSC Search by Address
(/msc.fema.gov/portal/search)

MSC Search All Products
(/msc.fema.gov/portal/advanceSearch)

MSC Products and Tools
(/msc.fema.gov/portal/resources/products/)

Hazus
(/msc.fema.gov/portal/resources/hazus)

LOMC Batch Files
(/msc.fema.gov/portal/resources/lomc)

Product Availability
(/msc.fema.gov/portal/productAvailability)

MSC Frequently Asked Questions (FAQs)
(/msc.fema.gov/portal/resources/faq)

MSC Email Subscriptions
(/msc.fema.gov/portal/subscriptionHome)

Contact MSC Help
(/msc.fema.gov/portal/resources/contact)

Enter an address, place, or coordinates: ?

542 North Marine Drive, Tamuning, Guam 96913

Search

Whether you are in a high risk zone or not, you may need [flood insurance \(https://www.fema.gov/national-flood-insurance-program\)](https://www.fema.gov/national-flood-insurance-program) because most homeowners insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about [steps you can take \(https://www.fema.gov/what/mitigation\)](https://www.fema.gov/what/mitigation) to reduce the risk flood damage.

Search Results—Products for GUAM, TERRITORY OF

Show ALL Products » (<https://msc.fema.gov/portal/availabilitySearch?addcommunity=660001&communityName=GUAM>)

The flood map for the selected area is number **6600010084D**, effective on **09/28/2007** ?

DYNAMIC MAP



MAP IMAGE



(<https://msc.fema.gov/portal/downloadProduct?>

[filePath=/66/P/Firm/6600010084D.png&productTypeID=BNAL_PRODUCT&productSubTypeID=FIRM_PANEL](https://msc.fema.gov/portal/downloadProduct?filePath=/66/P/Firm/6600010084D.png&productTypeID=BNAL_PRODUCT&productSubTypeID=FIRM_PANEL)

Changes to this FIRM ?

Revisions (0)
Amendments (0)
Revalidations (0)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. NOTE: Please be sure to enable popups for this site.



<https://msc.fema.gov/portal/search?AddressQuery=542%20N.%20Marine%20Drive%2C%20Tamuning%2C%20Guam%2096913#searchresultsanchor> 1/2

Project Name: New Building for Regional Transit Authority
Request for Proposal
Project No.: 680-5-1001-F-TAM

FEMA Flood Map Service Center | Search By Address



DIG HOTLINE
Report Fraud,
Waste & Abuse

 Official website of the Department of Homeland Security

Project Name: New Building for Regional Transit Authority
Request for Proposal
Project No.: 680-5-1001-F-TAM



U.S. Fish and Wildlife Service

Guam National Wildlife Refuge

Planning Update 3, July 2009



The cliffs on the Refuge's Ritidian Unit. Photo: Bill Perry, USFWS.

Greetings from Guam National Wildlife Refuge

This Planning Update is the third in a series of updates distributed by the U.S. Fish and Wildlife Service (Service) to keep you informed about the development of a Comprehensive Conservation Plan and associated Environmental Assessment (CCP/EA) for Guam National Wildlife Refuge (Refuge). This update provides an overview of our proposed alternatives for managing the Refuge. Your comments on the Draft CCP/EA are requested. See page 8 for contact information.

Comments on the Draft CCP/EA are due by August 24, 2009.

The Draft CCP/EA is Available for Public Comments

The Draft CCP/EA is available for public review and comments. We developed and analyzed three alternatives in the Draft CCP/EA for managing the Refuge.

- Alternative A is the No Action alternative, under it we would continue current management. The No Action alternative is a baseline from which to compare the action alternatives.
- Alternative B is our preferred alternative, under it we would engage in an intense, short-term increase in wildlife and habitat management activities.
- Alternative C describes a modest increase in wildlife and habitat management.

Management actions proposed under Alternative B, our preferred alternative, include:

- Constructing a typhoon-proof pest species barrier around the Refuge's Ritidian Unit and a portion of the Air Force Overlay Unit.
- Restoring limestone forest and shoreline community habitats.
- Protecting the Refuge's cave resources, including protecting petroglyphs from the effects of the mud dauber wasp.
- Providing safe, year-round, attractive, and accessible opportunities for Refuge visitors to observe, photograph, learn about, and enjoy Refuge habitats and wildlife.
- Protecting the Refuge's cultural resources.

We summarized and compared the alternatives on pages 4-6.

In This Update:	
Your Participation	2
Refuge Maps	3 and 7
Alternative Summary Table	4
Comment Form	Insert
Points of Contact	8

Public Open House Meetings will be held August 4, 2009, in Dedado, and August 6, 2009, in Hagatna (see back page for more details).

Public Comments and Next Steps

We want to thank all those who have taken the time to be involved in our planning so far. Your comments were considered during development of the draft alternatives.

Between now and August 24, 2009, interested citizens, agencies, and organizations will have a chance to review and comment on the Draft CCP/EA.

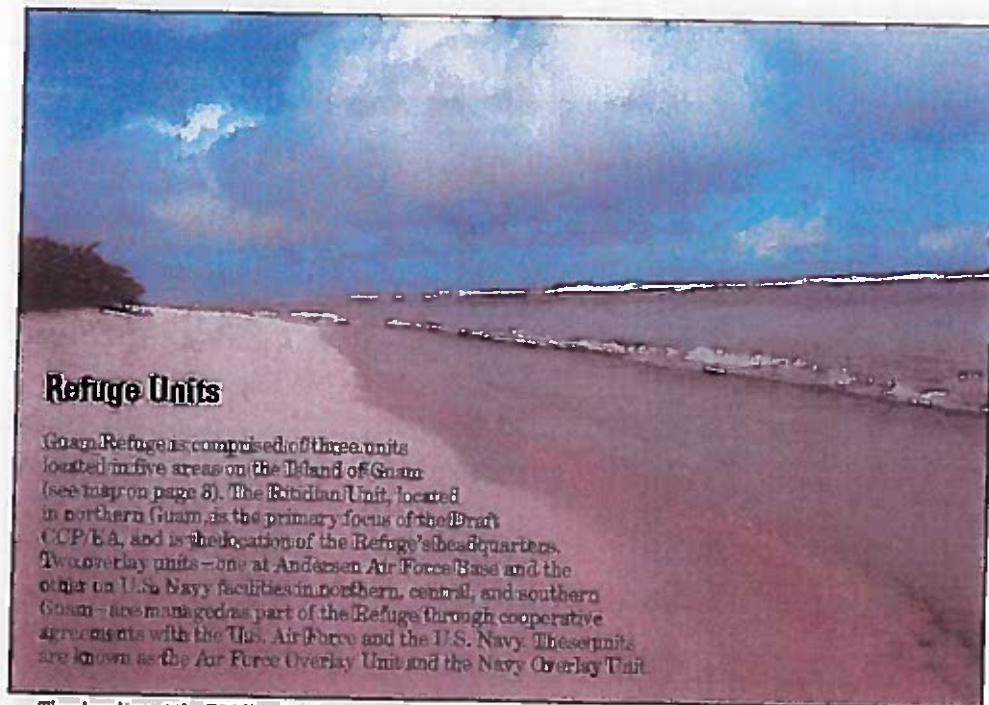
We have included a comment form as an insert to this planning update. Your thoughts and comments on the Draft CCP/EA are important and we encourage you to use the comment form to write down your comments and bring them to one of the public meetings, or send them to us (see page 8 for public meeting details and options for sending us comments).

The planning team will evaluate and address your comments in the final CCP. We will publish and distribute the final CCP, which will guide management of Guam Refuge for 15 years. After the final CCP is published, actions will be implemented as funding becomes available.

How to Obtain or View a Copy of the Draft CCP/EA

Copies of the Draft CCP/EA are available in the References Section of Guam Public Libraries. You may request the Draft CCP/EA on CD-ROM by calling the Refuge office at

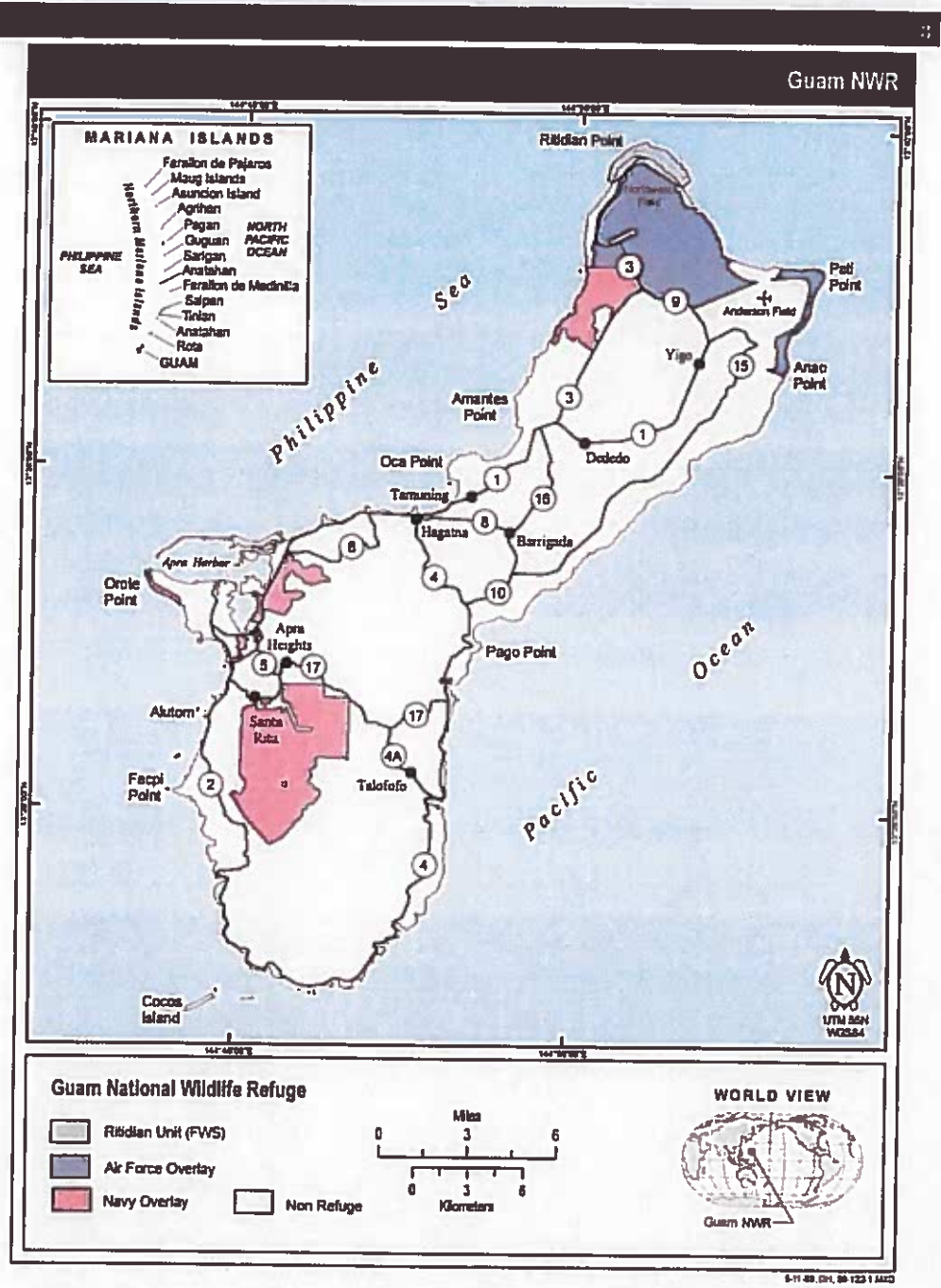
(671) 355-5096, or you may access it on the internet at <http://www.fws.gov/pacific/planning>. A limited number of copies are available to borrow from the Refuge office; see contact information on page 8.



Refuge Units

Guam Refuge is comprised of three units located in five areas on the Island of Guam (see map on page 8). The Ritidian Unit, located in northern Guam, is the primary focus of the Draft CCP/EA, and is the location of the Refuge's headquarters. Two overlay units—one at Andersen Air Force Base and the other on U.S. Navy facilities in northern, central, and southern Guam—are managed as part of the Refuge through cooperative agreements with the U.S. Air Force and the U.S. Navy. These units are known as the Air Force Overlay Unit and the Navy Overlay Unit.

The shoreline at the Ritidian Unit. Photo: Bill Perry/USFWS.



[illegible][illegible]

89

Key Themes/Issues	Alternative A Current Management	Alternative B Full Habitat and Species Enhancement	Alternative C Habitat Enhancement and Public Use Restrictions
Environmental Education			
Provide a quality environmental education program from the Ritidian Unit	Maintain the existing environmental education program for the Ritidian Unit, with specific learning objectives and diverse opportunities with the following attributes: <ul style="list-style-type: none"> • Help fulfill the Territorial standards for learning • Base content on the Refuge's biological and culturally-based management goals and objectives. • Support the Service's "Connecting Children with Nature" priority. 	In addition to Alt. A, increase the number of classes participating in the environmental education program and the number of onsite outdoor classroom visits.	
Non-Wildlife Dependent Uses			
Picnicking, general beach use, swimming	Currently, the Refuge provides one of the few areas on Guam for the local public to "connect with nature." Existing uses that occur in conjunction with wildlife observation, photography, environmental education, and interpretation include picnicking, sunbathing, and swimming.	Continue to allow public uses that occur in conjunction with wildlife dependent public uses, with restrictions, to ensure the activities are compatible with Refuge purposes. There will be an emphasis on connecting the local population with nature, Guam NWR in particular, and the Refuge System in general.	Prohibit all non-wildlife dependent public uses.
Cultural Resources			
Evaluate known and potential cultural resources and historical sites on the Ritidian Unit	Evaluate known and potential cultural resources and historical sites on the Ritidian Unit, preserve site integrity, and protect sites from management and visitor activity as part of a cultural heritage program. The Refuge will comply with applicable cultural heritage laws and regulations, assure protection and preservation of cultural resources, and encourage cooperative partnerships for the study and preservation of cultural resources.		
Continue opportunities for cultural practitioners on the Refuge.	Opportunities for cultural practitioners will continue on the Refuge, such as collecting medicinal plants, visiting caves with cultural significance, and performing traditional ceremonies.		



Pacific green turtles use the Ritidian Unit's beach. USFWS



91



Guam National Wildlife Refuge
P.O. Box 8134, MOU-3
Dededo, Guam 96929

Change of address requested.

In this issue:
Review a summary
of the three
alternatives we
developed for
managing Guam
National Wildlife
Refuge and send us
your comments!

S

You are Invited to Attend a Public Open House Meeting!

We will hold two public open house meetings to answer your questions and obtain your comments on the Guam National Wildlife Refuge Draft CCP/EA. The meetings will be held as follows.

Dededo:

Tuesday, August 4, 2009, from 6:00 p.m. to 8:00 p.m. at the Dededo Community Center, 319 Iglesia Circle, Dededo, Guam 96929.

Hagatna:

Thursday, August 6, 2009, from 6:00 p.m. to 8:00 p.m. at the Hagatna Community Center, 236 East O'Brian Drive, Hagatna, Guam 96910.

Points of Contact

Send comments, questions, or requests for information to:

Christian Eggleston, Acting Project Leader
Guam National Wildlife Refuge
P.O. Box 8134, MOU-3
Dededo, Guam 96929
Phone: (671) 355-5096
E-mail: christian_eggleson@fws.gov

Comments may be faxed to (671) 355-5098 or emailed to FW1PlanningComments@fws.gov. Include "Guam NWR CCP" in the subject line.

Visit the planning website at <http://www.fws.gov/pacific/planning> and select the link for "Projects Online" then select "Guam NWR" to view the Draft CCP/EA and previous planning updates.

General information about Refuges and the U.S. Fish and Wildlife Service is available at <http://www.fws.gov>.

**21 GCA REAL PROPERTY
CH. 61 ZONING LAW**

- (7) Air, bus, taxi and auto rental terminals.
- (8) Auto sales and car wash.
- (9) Parking garages and lots.
- (10) Service vehicle storage.
- (11) Mini-storage or mini-warehouse.
- (12) Laundries and cleaning and dyeing establishments.
- (13) Schools and churches.
- (14) Parks, playgrounds and community centers.
- (15) Utilities and public facilities.
- (16) Accessory uses and structures for the above.

SOURCE: GC § 17106, Repealed and reenacted by P.L. 21-040:20 (June 13, 1991), P.L. 22-072:44 (Jan. 19, 1994). Amended by P.L. 24-007:2 (Mar. 20, 1997). Subsection (b)(6) amended by P.L. 32-045:4 (July 5, 2013).

§ 61308. *P* Automobile Parking Zone.

Use Permitted.

- (a) Public or commercial parking area and garages.
- (b) Public access to adjoining parking areas.
- (c) Loading and unloading of automobiles or trucks, but not to use portions of required parking space.
- (d) Service vehicle storage after commercial hours.
- (e) Utilities and public facilities.
- (f) Accessory uses and structures for the above.

SOURCE: GC § 17107.

2017 NOTE: Subsection/subitem designations deleted/alterred pursuant to the authority of 1 GCA § 1606.

§ 61309. *MI* Light Industrial Zone.

(a) Use Permitted.

- (1) Any use permitted with or without condition in the commercial zone.

**21 GCA REAL PROPERTY
CIL 61 ZONING LAW**

(2) The manufacturing, compounding, processing or treating of such products as drugs, cosmetics, and food products (not including fish and meat products nor the rendering of fats and oils).

(3) The manufacturing, compounding, assembling or treating of articles or merchandise from previously prepared materials.

(4) Automobile repair shops including painting, body and fender work and rebuilding; truck and tractor repairing; and tire retreading.

(5) Bottling and packaging plants.

(6) Ceramic products manufacturing.

(7) Laundries and cleaning and dyeing establishments.

(8) Machine shops and sheet metal shops.

(9) Warehouses and cold storage plants.

(10) Lumber yards, building material salesyards, contractor's equipment storage yards, and the like.

(11) Other uses which in the judgment of the Com missions, as evidence by a resolution in writing, are similar to those listed herein.

(12) Uses customarily accessory to any of the above listed uses, and accessory buildings.

(b) Conditional Use.

(1) Other industrial uses not objectionable, obnoxious or offensive by reason of odor, dust, smoke, noise, gas fumes, cinders, vibration, flashing lights, or water-carried waste.

(2) Utilities and public facilities.

(3) Accessory uses and buildings for the above.

(c) Policy For Workforce Housing Facilities For Temporary Workers.
The policy for the development of temporary workforce housing shall be as follows:

(1) The term temporary workforce housing shall be consistent with § 26A101 (b) of Chapter 26A, Title 10, Guam Code Annotated.

(2) The Guam Land Use Commission (GLUC) shall liberally interpret the term temporary workforce housing in order to ensure the protection of the public's interests, safety and welfare.

COL11282017

21 GCA REAL PROPERTY
CH 61 ZONING LAW

(3) Temporary workforce housing is hereby established as an approved conditional use under the M1 Light Industrial Zone pursuant to § 61309, and the GLUC shall not approve any workforce housing development in any zoning area other than an M1 Zone.

(4) (A) Applications for the development of temporary workforce housing shall come before the GLUC as a "Conditional Use" subject to the review process of the Agency Review Committee, and shall be subject to specific conditions of approval as established by the GLUC.

(B) In addition to other conditions imposed by the GLUC, all temporary workforce housing conditions for approvals shall include the following minimum conditions:

(i) Unless specifically limited, approvals shall be for an initial term of twenty-four (24) months, and thereafter shall be renewed annually. Renewals shall be on forms issued by the Chief Planner, and subject to inspection by the Chief Planner and a public hearing before the GLUC.

(ii) The project must be served by an adequate sanitary sewer system.

(iii) The project must have adequate fire flow indicated by a minimum six (6) inch diameter water line or other minimum water service conditions imposed by the Guam Waterworks Authority.

(iv) The project must comply with all health and safety regulations of the government of Guam and the OSHA regulations, as applicable.

(v) Each approved project shall include a substantial perimeter fence which shall be at least of "chain link" quality and a minimum six (6) feet in height, and be subject to a complete landscape plan.

(vi) The project must include a development plan indicating specific design parameters for sleeping, toilet and shower facilities, laundry services, food services, security, medical care, transportation services and recreation areas.

SOURCE: GC § 17108 Subsection (c) added by P.L. 31-072-2 (May 23, 2011)

21 GCA REAL PROPERTY
CIL 61 ZONING LAW

2017 NOTE: Subitem designations added/alterd in subsection (c)(4) pursuant to the authority of 1 GCA § 1605.

NOTE: As added by P.L. 31-072:2, subsection (c)(1) included the definition of "temporary workforce housing" in brackets as follows:

["(b) Temporary workforce housing means any enclosures of living spaces, reasonably contiguous, together with the land appertaining thereto, established, operated or used as living quarters and, at a minimum, fifty-one percent (51%) of the residents are temporary workers, including, but not limited to, facilities known by varying nomenclatures or designations as dormitories, hotels, motels, travel lodges, or tourist homes."].

As subsection (c)(1) already refers to the definition as found in 10 GCA § 26A101(b), the bracketed portion is redundant and has not been codified.

§ 61310. *M2 Heavy Industrial Zone.*

(a) Use Permitted.

(1) Any uses permitted in the M1 zone, excepting residential use.

(2) Junk Yards. Under the special provisions set forth in Subarticle 6, Article 5 of this Chapter.

(3) Any other uses not specifically prohibited by law, including those which are or may be objectionable, obnoxious, or offensive by reason of odor, dust, smoke, noise, gas fumes, cinders, vibration, or water-carried waste.

(4) Uses customarily necessary to any of the uses herein permitted, and accessory buildings and structures.

(b) Conditional use

(1) all residential uses.

(2) Accessory uses and structures for the above.

SOURCE: GC § 17109.

§ 61311. *H Resort-Hotel Zone.*

Notwithstanding any other provision of law, rule or regulation to the contrary, there is hereby created a H Resort-Hotel Zone for the purpose of being applied to areas to accommodate the needs and desires of visitors, tourists and transient guests.

(a) Purpose.

21 GCA REAL PROPERTY
CH. 61 ZONING LAW

§ 61307. *C Commercial Zone.*

(a) *Use Permitted.*

- (1) One-family dwellings.
- (2) Duplexes.
- (3) Wholesale and retail stores, shops and businesses.
- (4) Amusement enterprises.
- (5) Automobile service station, including minor repairs.
- (6) Bakeries.
- (7) Mortuaries.
- (8) Offices, business or professional, inclusive of professional healing arts offices and clinics, and banks.
- (9) Personal service shops, including barber shops, beauty parlors, laundromats, and the like.
- (10) Repair shops and service shops, including shoe repairs, plumbing, dressmaking, and the like, but not including automobile repair shops for major work.
- (11) Restaurants and cafes.
- (12) Studios.
- (13) Other uses which in the judgment of the Commission, as evidenced by resolution in writing, are similar to those listed herein.
- (14) Uses customarily accessory to any of the above listed uses, including only those accessory to manufacturing, storage, compounding or processing activities which are necessary for the ordinary conduct of said listed uses and which are an integral part thereof.
- (15) Accessory structures for the above.

(b) *Conditional Use.*

- (1) Hospital and clinics.
- (2) Public utility and other public buildings.
- (3) Shopping centers.

TEMPORARY ALIEN PREVAILING WAGES RATES

**Prevailing Wage Rates for Temporary Alien Employment Certification
Government of Guam
EFFECTIVE FEBRUARY 16, 2016**

OCCUPATION	HOURLY
Bricklayer	\$14.02
Carpenter	\$14.20
Cement Mason	\$14.33
Construction Equipment Mechanic	\$17.63
Cook, CAMP	\$10.54
Construction Helper	\$9.34
Construction Labor	\$8.50
Electrician	\$18.83
Heating Air conditioning & Refrigeration Mechanic	\$15.73
Heavy Equipment Mechanic	\$14.14
Heavy Equipment Operator	\$15.40
Iron Worker	\$13.62
Painter	\$14.33
Pipe Fitter	\$17.41
Plasterer	\$15.24
Plumber	\$17.41
Refrigeration Mechanic	\$16.24
Roofer	\$13.34
Sheet-Metal Worker	\$15.92
Surveyor Helper	\$10.74
Truck Driver	\$15.98
Welder	\$17.92
Warehouseman	\$12.00